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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The King's Speech.

THE MOST important part of the King's Speech on the occasion of the opening of Parliament was, of course, the reference to the question of the government of Ireland—a matter which it is not within our province to discuss; though we may express the opinion that the countenancing in any way of forcible resistance to measures sanctioned by Parliament implies grave disservice to the State. Of other matters, considerable prominence was given to the report of the King's Bench Commission, and it was stated that propositions will be made to the Legislature for carrying into effect certain of the recommendations which require the concurrence of Parliament; while the consideration of other recommendations, which can be effected by administrative action, is already well advanced. We may expect, then, to hear shortly of changes in procedure both with and without the assistance of Parliament; and one or more measures are to be introduced to amend the law with respect to the treatment and punishment of young offenders, and otherwise to improve the administration of justice.

The Future of the Real Property and Conveyancing Bills.

THE KING'S Speech does not make any reference to the Lord Chancellor's Real Property and Conveyancing Bills, though we do not suppose that this is to be taken as an indication that they are not to be proceeded with. They are not of a nature to excite popular interest or to call for prolonged discussion in Parliament, and at present there appears to be no reason why they should not have a smooth passage, though it is quite possible that some parts may have to be dropped to lighten the ship. The current number of the Law Society's Gazette contains the Memorandum on the Bills prepared by the Land Transfer Committee of the Council of the Law Society. This explains why the Law Society's proposal for a measure assimilating the law of real and personal property was withdrawn in favour of measures of a less sweeping character, which are less likely to encounter opposition

in Parliament. In recommending the acceptance of the Bills by the profession, the Council add that "they are of opinion that the Bills, if passed together, give a general opportunity to compare the two systems"—private conveyancing and registration—"side by side, and that the result will be to the advantage of the non-registration system." This is the view which we have ourselves suggested, and it is desirable to put it to the test of experience as soon as possible. As far as we are aware there is at present no indication of opposition to the principles of the Bills.

The Workmen's Compensation Appeal List.

THE RECENT batch of Workmen's Compensation Appeals produced very few cases of outstanding interest and importance. In only three did the court take time to consider their judgment, viz., in *Bonney* v. *Joshua Hoyle & Sons (Limited)* (*ante*, p. 268), *Dean* v. *Rubian Art Pottery Co.*, a case involving some new points on the construction of section 8 dealing with industrial disease, and *Parker* v. *Owners of the Black Rock* (reported elsewhere), one of that very difficult class of cases where a sailor who has been ashore meets with an accident while returning to his ship, in which EVANS, P., dissented from the other members of the court. In all, out of 41 appeals which have been argued, 24 were dismissed and 17 allowed. There has been a diminution in the number of cases raising points on section 1—"arising out of, and in the course of, the employment"—the amount of authority upon which is now so vast that misdirection has become very uncommon. The apparent increase in the number of successful appeals is mainly attributable to the fact that certain county court judges have dealt too lightly with the question of notice. In several cases the court held that there was no evidence upon which the county court judge could have properly found that the employer was not prejudiced in his defence by want of, or delay in, giving notice, and in one or two of them, *e.g.*, *Hodgson* v. *Robins, Hay, Waters & Hay*, members of the court observed that the learned judge did not appear to have taken any notice of the question.

Incidence of Undeveloped Land Duty.

AMONG THE problems which the draftsman of the Finance Act, 1910, set for judicial solution is the very interesting point raised by *Allen* v. *Inland Revenue Commissioners* (1914, 1 K. B. 327), in which the Court of Appeal last week affirmed the decision of SCRUTTON, J. Section 16 of the Act imposes undeveloped land duty, and under section 19 it is to be recoverable "from the owner of the land for the time being." By section 41 "owner" is defined to mean "the person entitled in possession to the rents and profits of the land in virtue of any estate of freehold," except where there is a lease with more than fifty years unexpired, for which case special provision is made. At first sight the expression "person entitled, &c.," seems to be sufficiently clear, and so, of course, it is when there is only one person interested in the freehold. But take the common case of legal mortgagee and mortgagor, or of an unpaid vendor and a purchaser who has gone into possession. In the present case SCRUTTON, J., had not to deal with the case of mortgagee and mortgagor, and he expressly excluded its consideration, though it seems obvious that, until the mortgagee goes into possession, the mortgagor is the owner for the purpose of the statute. *Allen* v. *Inland Revenue Commissioners* was a case of unpaid vendor and purchaser in possession under the common arrangement where plots on a building estate are sold subject to payment of the purchase-money by instalments. The relation between vendor and purchaser, while the contract is still not completed by payment of the purchase-money and execution of the conveyance, has been explained in a number of well-known decisions. SCRUTTON, J., quoted at length from the judgment of JESSEL, M.R., in *Lysaght* v. *Edwards* (2 Ch. D., p. 505). Shortly put, the effect of the contract is to transfer the beneficial proprietary interest in the property from the vendor to the purchaser (*Wall* v. *Bright*, 1 Jac. & W., p. 500), while the vendor takes in its place the beneficial interest in the purchase-money (*Lawes* v. *Bennett*, 1 Cox. Eq. Cas., p. 171), though he has the security of the land for the unpaid purchase money. Subject only to the right to enforce this security, the contract places him in the position of a trustee, while the purchaser is at once the beneficial owner of the land (*Shaw* v. *Foster*, L. R. 5 H. L. 321). It follows, as SCRUTTON, J., and the Court of Appeal have held, that a purchaser who has been let into possession without a conveyance, and whose purchase-money is payable by instalments, is "the person entitled in possession to the rents and profits of the land" in virtue of an estate of freehold, and is liable to undeveloped land duty, while the vendor to him is exempt.

Our Changing Constitution.

WE HAVE more than once remarked in these columns that many of the axioms about the British Constitution which appear in the text-books require revision in the light of twentieth century developments. A new illustration of this is afforded by the novel uses to which the Judicial Committee of the Privy Council is beginning to be put. When the constitution of the Board was settled in its modern form by the Judicial Committee Act of 1834, it was provided by that statute (sections 3 and 4) that the Crown might refer to it, for its opinion, such matters of legal moment as might be thought fit. This power was used in the nineteenth century in very exceptional cases only, but a novel use of it has just been discovered which bids fair to become habitual in the future. Last year the interpretation of certain constitutional statutes relating to contracts with members of Parliament was a matter of dispute, and at the desire of a House of Commons Committee appointed to consider whether or not Sir STUART SAMUEL had vacated his seat, these questions were referred to the Judicial Committee by the Crown in virtue of the powers conferred by the above Act. The result was that a situation arose quite opposed to the traditional view of the Constitution elaborated in such treatises as Professor DICEY'S classic work.

References to the Judicial Committee.

ACCORDING to the orthodox view hitherto there exists no special procedure for settling constitutional questions in England. They are decided by the ordinary law courts in the ordinary way, and only when they arise in the course of an actual *lis pendens*. They are not determined beforehand by judicial authority. The new procedure, however, turns this orthodox view into mere heterodoxy. No litigation is necessary before the Crown can exercise its right of consulting the Judicial Committee, and presumably the ordinary courts would regard the decisions of the Committee as binding, although not delivered in an actual suit. There are some *obiter dicta* which are as sacred as *res judicatæ*, and constitutional decisions of the Judicial Committee, thus invoked, would doubtless be amongst these privileged *dicta*. Ordinary judges, like ordinary priests, would not venture to question whether privy councils or popes, when they issued their pronouncements, are speaking *ex cathedra* or otherwise. And the precedent of last year has been swiftly followed. A *questio vexata* has arisen in Rhodesia. The Chartered Company claims that, by virtue of its charter, the soil in that territory of the Crown is vested in itself. The settlers deny this. But no one seems disposed to commence litigation which could not reach any final tribunal of appeal for many years. Hence the Colonial Secretary, it is officially announced, proposes to take the bold step of referring the matter at once, before any *lis pendens* is in being, to the Judicial Committee. This practice is obviously so convenient that doubtless, for weal or for woe, it is destined to be often copied in the future.

Re-Valuation of Trust-Mortgages.

THE CASE of *Re Brookes* (reported elsewhere) is one of great importance to trustees who hold mortgage securities. The recent variations in the value of land and houses have made periodical re-valuation almost essential to the safety of many trust estates, but ordinarily, it seems, a trustee is not under any duty to see that such a re-valuation is made. The question was considered, and the duty of the trustee explained in this sense in *Rawsthorne* v. *Rowley* (1909, 1 Ch., p. 409, note). "I do not believe," said COZENS-HARDY, M.R., "that there is any obligation or duty on the part of trustees to make periodical or further investigations as to either the title of the security"—meaning, apparently, "value"—"or the solvency or sufficiency

of the mortgagor"; though it is otherwise if their attention is called to the fact that the security is insufficient, and then they must take steps to have the loan placed on a proper footing. Some time ago we suggested that in practice this was not altogether satisfactory, and that provision for periodical re-valuation might very well be made in mortgage deeds (54 SOLICITORS' JOURNAL, p. 670), but we are not aware that the suggestion has been fruitful. But although trustees may be safe in letting mortgages run on until the insufficiency of the security is brought home to them, the present case shews that they must adopt a different course if any of the estate is to be distributed. In *Re Brookes* a trust estate consisted of two mortgages, one for £350 and one for £400. One half of the estate became vested in persons *sui juris*, and in 1907 the £400 mortgage was transferred to them, and £25 repaid to balance the account. No notice was taken at the time of the £350 mortgage, but subsequently it was found to be worthless, and it had, in fact, been so in 1907. The persons entitled to the undistributed half claimed that the trustee had committed a breach of trust in handing over the good mortgage to the other beneficiaries, and that a proper valuation of the remaining mortgage should have been made before this was done. The trustee, on the other hand, relied upon the circumstance that he was under no duty to revalue mortgage securities. ASTBURY, J., however, distinguished between the mere retention of mortgages and the distribution of the estate, and held that the trustee was not justified in distributing any part until he had ascertained that, according to the then values, sufficient was left for the remaining beneficiaries; and the learned judge also declined to give relief under section 3 of the Judicial Trustees Act, 1896.

The "Titanic" Appeals.

IT IS not infrequently the case that points which were argued at great length in a court of first instance, and which at first seem to raise great difficulties, get straightened out into a very simple shape by the time three judges in the Court of Appeal have combined their intellectual forces in an endeavour to elucidate them. This has just happened in *Oceanic Steamship Co.* v. *Ryan and Others* (*Times*, 10th inst.), better known as the *Titanic Ticket case*. The facts of the four cases, tried together for reasons of convenience, are simple enough. The dependants of four steerage passengers who went down in the ill-fated *Titanic* sued the steamship company under Lord CAMPBELL'S Act to recover damages for negligent navigation causing their relatives' death. The jury found negligence, but the company pleaded that liability was excluded owing to an exemption clause attached by them as a condition on the back of the passengers' tickets, but referred to by a "Notice to Passengers" printed on the face thereof. The jury found that in three cases the notice so printed was insufficient to draw the passengers' attention to the condition, but that in the fourth case it was sufficient. As regards that fourth case, however, the point remained whether the condition was legally valid and binding on the passenger. Now, in the court below, questions of negligence and reasonableness of notice were argued at great length; but the decision of the majority in the Court of Appeal rendered all this argument unnecessary. They held, affirming the judgment of Mr. Justice BAILHACHE below, that the exemption clause was invalid, inasmuch as it was not legally permissible under the provision of the Merchant Shipping Act, 1894, s. 320. That section compels shipowners to furnish steerage passengers with a statutory ticket in a statutory form approved by the Board of Trade, and adds that "any directions contained in that form of contract ticket not inconsistent with this Act shall be obeyed as if set forth in this section." Now the shipowners claimed that a "Notice to Passengers" drawing their attention to the condition on the back of the ticket, exempting the company from liability for negligence, was a "direction" contained in the ticket, and not inconsistent with the Act. At least, that in substance was the argument on their behalf, although wrapped up in much ingenious learning based on analogy and reference to prior legislation. It needs only to be stated in this bold way for its inherent unsoundness to be at once apparent. In the words of Lord Justice VAUGHAN WILLIAMS, the statute must be held to impose on shipowners an implied condition to carry steerage passengers with reasonable care, and provision to the contrary is inconsistent with this implied condition. Consequently the exemption clause was invalid.

Ecclesiastical Jurisdiction.

NO DOUBT considerations of church policy have been the principal factor in bringing about Dr. DAVIDSON'S decision to refer what is now known as the Kikuyu controversy to the Consultative Committee of the Church of England, a non-statutory body formed by the church itself, which has no legal recognized jurisdiction as a court. In this way a trial for heresy is avoided—an end consonant with modern opinion, which equally dislikes such trials, whether they take place in a lay or an ecclesiastical court; while, at the same time, the views of that church, to whose creed the contending parties alike subscribe, and whose authority they alike recognize, will be ascertained and pronounced. But legal difficulties may also have influenced the Archbishop in coming to this decision. What court, secular or ecclesiastical, in England or in the Empire, could possibly take cognizance of this controversy? It seems quite clear that no church court in England would have any jurisdiction, for the ecclesiastical courts have no authority outside the provinces, York or Canterbury, to which they belong; by no conceivable principle can they decide issues arising wholly in East Africa. Again, the Church of England is not an established church in East Africa; it is merely a missionary society or a voluntary organization; and hence no cognizance by local ecclesiastical courts resulting in an ultimate appeal to the Privy Council Committee is possible. The famous *Colenso case* must be distinguished, since Colenso's Natal Bishopric was, at that date, part of a church establishment in South Africa, and so it gave the Privy Council jurisdiction on appeal from the court of the South African Metropolitan. Indeed, any legal proceedings against the alleged heretic bishops could only be ordinary lay proceedings in the ordinary secular courts based on trust or contract, as in the celebrated Scots Free Church case of ten years ago. Proceedings might be initiated to restrain the defendant bishops from using in a certain way trust property in East Africa, such as church buildings or funds. Or a breach of contract entered into with the missionary organizations to which they belong, based on an alleged failure to perform conditions of missionary service, might also be a possible form of proceeding. But what would be the proper *forum* for such actions, England or East Africa? The latter country would be the *locus rei sitae* and the *locus contractus* in one sense, since the church property is there and the contract of missionary service is to be performed in East Africa. But English courts of equity have jurisdiction over an English trust, wherever the property subject thereto may be, and a contract entered into in England, although broken elsewhere, may be the subject of litigation in our courts. The interpretation, however, of religious trusts and contracts by secular courts is open to grave objections, and in view of the Scots Free Church case is not likely to be undertaken in a hurry.

Implied Contract to Pay for Overtime.

WE SHOULD like to see the decision of an authoritative court upon a point which was disposed of in the Guildhall Police Court recently: *Driscoll* v. *Houlder Brothers* (*Limited*)) (*Times*, January 13th). Under the Employers and Workmen Act, 1875, any court of summary jurisdiction can settle disputes as to wages and other incidents of employment between employers and their workmen; and by the Merchant Seamen (Fees and Expenses) Act, 1880, s. 11, this jurisdiction is extended to disputes affecting seamen and apprentices to the sea-service. Relying upon these statutes, the plaintiff took out a summons claiming payment for overtime. He had served in a steamship as a "donkeyman" tending an engine-boiler; the ship had only two donkeymen, whereas three, it was contended, are necessary to manage the boiler, for it must be kept at work all day and all night. On his first voyage the plaintiff was paid for doing the extra work cast on him by the absence of a third donkeyman, although there was no agreement to pay overtime. On the second voyage he was refused such payment, and there

fore started proceedings to recover it. Now such a claim may be based on various grounds. In the first place, it may be argued that the contract between the parties contemplated that the plaintiff should render for the stipulated wage the ordinary services expected of a donkeyman on board a steamer; if his work was increased by the shortage of donkeymen on board, then the extra work done was outside the express contract and should be paid for as work and labour done on a *quantum meruit* basis. An analogy is the case of a builder who is compelled by circumstances —such as adverse weather or requirements of a local authority—to do work not mentioned in the specifications; and then he is entitled to charge for the "extras." But the donkeyman's contract, it may be said, is one *locatio operarum*—he lets out his whole working capacity to be used at the discretion of his master; while the builder's contract is *conductio operis*—he undertakes only to perform a specified piece of work. Supposing, this to be so, it still remains true that, where a workman is employed for a longer time than the normal working day of his trade, he is *prima facie* entitled to extra payment for the overtime, unless there is an agreement to the contrary. Moreover, we should say that in any case the contract is ambiguous, and therefore the interpretation put upon it by the parties themselves on a previous occasion is available as *contemporanea expositio* to prove its meaning; and here the donkeyman was paid for the first voyage on an overtime basis. But the Lord Mayor took the view—it is submitted, a much too narrow view—that, in the absence of evidence proving a general custom to pay donkeymen overtime, he must find against the claim.

Imprisonment for Refusal to Work for a Living.

THE NEWSPAPERS furnish us with the report of a case in which a pauper was charged before a metropolitan police magistrate with neglecting to maintain himself, whereby he had become chargeable to the parish of Islington. Evidence was given that he had some time previously been sent to Scotland, where he was employed at good wages by contractors with the Government; After working for nine days he returned to London, when he became chargeable. On a summons being taken out against him, he went to Cardiff and "signed" on a ship there, which he allowed to sail without him. Having again become chargeable in London, he was sentenced to a term of imprisonment. The sentence was, of course, under section 3 of the Vagrancy Act, 1824, which enables justices to sentence to imprisonment anyone who, being able, wholly or in part, to maintain himself by work, wilfully neglects so to do, whereby he shall have become chargeable to any parish. But we have strong reason to believe that many persons, who are fully aware of the fact that a large number of the unemployed are in that condition because they wilfully refuse to work, are yet ignorant of the terms of this enactment, and often talk of the superior efficiency of the German poor law and its compulsory powers over able-bodied idlers. The ignorance of our law may be in part due to the neglect to enforce it with sufficient vigour, but this is a subject upon which in the absence of special information we are unwilling to express any opinion.

Agreements in Breach of the Solicitors Act, 1843.

IT is characteristic of English Jurisprudence, as a practically useful rather than a logically symmetrical system, that points of great importance often get decided as mere side-issues in the course of some commonplace case. An instructive illustration of this is afforded by the recent decision of a Divisional Court in *Harper* v. *Eyjolfsson* (*Times*, January 16th), a case which by pure accident gave rise to a question of great interest relating to the construction of section 32 of the Solicitors Act, 1843. HARPER, who was managing clerk to a firm of city solicitors, had been prosecuted by the defendant, the managing director of a company known as the Finance Corporation (Limited). The charge against HARPER was dismissed by the magistrate at the preliminary investigation, but the defendant exercised his right under the Vexatious Indictment Act, 1859, to prefer an indictment at the Central Criminal Court upon entering into recognizances to that effect. This indictment, however, was eventually withdrawn, and HARPER forthwith commenced an action for malicious prosecution. This was tried in the Mayor's Court before the Common Serjeant and a jury, and resulted in a verdict for the plaintiff with damages assessed at £175. The defendant thereupon applied to the Divisional Court for a new trial, and it was upon this application that the point to which we have referred arose.

The plaintiff, in proving the damage suffered by him as the result of the prosecution complained of, had put in an agreement between himself and the firm of solicitors who employed him. This agreement was offered merely as evidence to show the amount of loss he had suffered, or might have suffered, by the injury inflicted on his reputation, and the Common Serjeant allowed it to go in. But for the defence the point was taken that the agreement was in fact a wholly illegal one, and therefore, that any profits made under it could not be considered by the jury in estimating the plaintiff's loss. This contention was based on the terms of the agreement, which, it was argued, infringed section 32 of the Solicitors Act, 1843. That section makes it illegal for any attorney or solicitor wilfully and knowingly "to permit or suffer his name to be anyways made use of in any . . action, suit, or matter upon the account or for the profit of any unqualified person." Now, the agreement did not at first sight purport to contain any provision by which a solicitor allowed his name to be used for the profit of an unqualified person. Probably very few solicitors entering into such an agreement with their managing clerks would have dreamed that it had any such effect. But the Divisional Court held that it did so provide, and therefore was illegal. We will therefore set out the material parts of the agreement, and then mention the ingenious line of reasoning by which the court was persuaded to adopt this rather startling conclusion.

The agreement was in the form of an informal letter addressed to the managing clerk by his employer, and clause 1 ran as follows:—"I agree to engage you as my managing clerk and to pay you a salary of £3 10s. a week, and, in addition, a bonus of 25 per cent. on all gross costs and other profits . . . . . received by me on all business introduced by you directly or indirectly"; such was its wording. A very harmless and natural business arrangement, will be the reader's first comment. Surely there is nothing unprofessional in a managing clerk bringing clients to his employer and receiving a bonus for his zeal! And, had there been no other clause in the agreement, it is probable that the court would have taken this view: there are indications to that effect alike in the judgments of RIDLEY, J., and BANKES, J., who together constituted the court. But it did not stop there. The agreement contained another clause which, at first sight, seems equally colourless and harmless. "In the event of the determination of your engagement as my managing clerk, the said bonus of 25 per cent. is to be continued to be paid to you, notwithstanding such determination." So ran clause 3, and it was the joint effect of clauses 1 and 3 that led the court to condemn the agreement, harmless as each in itself may seem.

How does it come about that clause 3, tacked on to clause 1, had such a disastrous effect upon the validity of the agreement. In this way. So long as a solicitor pays a bonus or a share of his profits to a useful managing clerk for his ability to introduce business to him, that business is the business of the employer himself. The clerk is merely his agent. But after the clerk leaves his employment, if he still continues to introduce business and receive a bonus for so doing, or perhaps even if he receives a continuing bonus for work originally introduced by him, the situation is different. The business so paid for is no longer that of the solicitor, for he is not the clerk's employer, and the clerk does not obtain the business for him as his principals. He is an independent contractor and the business he introduces is his own. The bonus or share of profits he receives ceases to be remuneration of a servant for doing his master's work; it becomes the business profit of an independent contractor carrying on business for himself. But if so, then he becomes an "unqualified person" carrying on the business of a solicitor for his own profit, contrary to the Solicitors Act.

And the agreement which contemplates such a "profit" by an "unqualified person," in business usually undertaken by solicitors, becomes illegal under section 32 of the Act of 1843, which (so far as material) is in the following terms:—

> "If any attorney or solicitor shall wilfully and knowingly act as agent in any action or suit in any court of law or equity, or matter in bankruptcy, for any person not duly qualified to act as attorney or solicitor as aforesaid, or permit or suffer his name to be anyways made use of in any such action, suit or matter upon the account or for the profit of any unqualified person . . . then and in such case every attorney or solicitor so offending shall and may be struck off the roll . . . ."

Taking the view of the agreement which we have just outlined, the court held that it contemplated circumstances in which the section would be infringed—namely, by the continuance of introductions by and bonuses to the managing clerk after his agreement should determine. Hence it was illegal, and should not have been admitted in evidence to prove damage suffered by the plaintiff by loss of benefits arising under it. Of course, it is right to add that no such circumstances as would have made the action of the solicitors who employed HARPER illegal had in fact actually arisen; he had not continued to act for them after its determination. But the possibility of such subsequent relationship as was contemplated by the agreement was sufficient to invalidate it.

This decision, as we have said above, is somewhat startling. The reasoning upon which it depends is not easy to follow. Indeed, when one remembers that section 32 is a penal section, imposing severe penalties upon the solicitors who infringe its provisions, one would expect the court to have construed its terms strictly rather than widely. The agreement, too, was vague in its terms, and the court might have been expected to construe its ambiguities rather in such a way as to find for it a legal meaning than to read into it an illegal intent. But the decision is a clear pronouncement upon the legality of such arrangements as that between HARPER and his employers, and it requires to be noted carefully by all firms who remunerate their employees by a share of profits in business introduced by them. Such method of rewarding zeal and good service is not itself illegal; so both judges considered; but it becomes illegal if the remuneration is to continue after the employment has terminated.

Hire-Purchase Agreements and the Factors Act, 1889.

THE RECENT judgment of CHANNELL, J., in *Belsize Motor Co.* v. *Cox* (1914, 1 K. B. 244), once more brings into contrast the opposing principles incorporated in the decisions in *Lee* v. *Butler* (1893, 2 Q. B. 318) and *Helby* v. *Matthews* (1895, A. C. 471). The question raised by these cases on the Factors Act, 1889, is familiar. By section 9 of that Act, where a person, having bought or agreed to buy goods, obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, a disposition of the goods by him has the same effect as if he were "a mercantile agent in possession of the goods or documents of title with the consent of the true owner;" that is, it confers a good title on the person taking under the disposition, if he takes in good faith, and without notice that the person making the disposition has not authority to make the same (section 2 (1)). Similar provisions are contained also in section 25 of the Sale of Goods Act, 1893, but when this Act was passed, section 9 of the Factors Act was not repealed.

Now, under the ordinary hire-purchase agreement prior to *Lee* v. *Butler* (*supra*), the hirer of the goods agreed to take them for a certain period and to pay a fixed number of instalments of the hire money, and at the end of the period, if he had made the stipulated payments, the goods were to become his absolute property. But in *Lee* v. *Butler* it was pointed out that the effect of such an agreement was to bind the hirer to make all the stipulated payments, and in effect, therefore, to bind him to become the purchaser. Consequently he was a person who had "agreed to buy" within the meaning of the Factors Act, 1889, and he could make a good title to a purchaser or pledgee. The Court of Appeal (Lord ESHER, M.R., and BOWEN and KAY, L.JJ.) had no doubt on the point, and the three judgments, including BOWEN, L.J.'s "I agree," hardly occupy a page. This was followed in *Hull Rope Co.* v. *Adams* (40 SOLICITORS' JOURNAL, 69; 65 L. J. Q. B. 114).

Had there been no way to avoid the effect of *Lee* v. *Butler*, hire-purchase agreements would have become impossible, but one obvious way was to introduce a clause enabling the hirer to put an end to the hiring and return the goods before the agreed period was completed. In this case the hirer obtains an option to purchase the goods, and if the hiring continues and the payments are duly made, this option is in effect exercised and he becomes the owner of the goods. But until that period has elapsed, he always has the chance of escaping from his bargain, and accordingly he has not finally agreed to buy. Since *Helby* v. *Matthews* (*supra*) this has seemed obvious, but it was not obvious to the Court of Appeal in that case (1894, 2 Q. B. 262), whose decision was reversed by the House of Lords. They considered that there was an agreement to buy, but with an option to get rid of the agreement. The House of Lords, on the other hand, considered that, as long as there was such an option, there was no agreement to buy. "An agreement to buy," said Lord HERSCHELL, C., "imports a legal obligation to buy. If there was no such legal obligation, there cannot, in my opinion, properly be said to have been an agreement to buy."

Hence, since *Helby* v. *Matthews*, it has been easy to avoid the effect of the Factors Act, and to save the title of the owner by allowing the hirer the option of determining the hiring and returning the goods. But this again does not suit the purposes of the agreements in question, since the real object is in fact sale, and not hire, and the form of hire is adopted only with a view to maintaining the rights of the vendor until the purchase is completed. Another method, and one which is more suitable to the nature of the transaction, is to make a distinction between the aggregate amount of the hire instalments and the ultimate purchase money, so that at the end of the period of hiring the hirer still has to make a further payment before he can become the owner of the goods. It is at his own option whether he shall make this further payment or not, and hence, throughout the period of hiring he is not in the position of having "agreed to buy" the goods. Some time ago we published an article in which a well-known authority on conveyancing upheld the view that a small additional payment—such as 10s.—would have the desired effect (57 SOLICITORS' JOURNAL, p. 92). And, apart from the question of the amount of the sum, this distinction between the aggregate amount of the hire instalments and the purchase money forms the basis of the judgment of CHANNELL, J., in *Belsize Motor Co.* v. *Cox* (*supra*). A taxicab was let for twenty-four months at £15 12s. 2d. a month. The hirer was, on the signing of the agreement, to pay £50 on account of hire in advance, and each subsequent payment of hire was to be made in advance, the first at the beginning of the second month of the hiring. The hirer had the option, on or before the expiration of the period of 24 months, to purchase the taxicab for £424 11s. 6d. This was 6d. short of the aggregate monthly payments—£374 12s.—plus the £50; but the discrepancy was neglected in argument, and apparently the intention was to treat the £50 as a deposit, and work off the rest of the purchase-money by the monthly payments.

But clearly the hirer was at no time bound to complete twenty-four payments in addition to the £50. The £50 was hire paid in advance, and during the last three months the hirer could have declined to make further payments. CHANNELL, J., put it somewhat differently when he said that at the end of the period, the hirers, if they had paid all the twenty-four instalments and did not wish to purchase, could have claimed the return of the £50. In either view there was no binding agreement on the part of the hirers to pay in any event the full purchase-money, and hence they had not "agreed to buy," and the defendant, who was a pledgee from them, did not get a good title. There was a further interesting point as to the damages to which the plaintiffs were entitled, which we hope to discuss subsequently.

Reviews.

Life Insurance.

BUNYON ON THE LAW OF LIFE ASSURANCE. FIFTH EDITION. By J. V. VESEY FITZGERALD, K.C., and ARTHUR RHYS BARRAND and CECIL A. HUNT, Barristers-at-law. Charles & Edwin Layton.

"Mr. Bunyon's Book on Life Assurance" was, in a recent case, said by the Master of the Rolls to be "a book of high authority": see *Joseph* v. *Law Integrity Insurance Co.* (1912, 2 Ch., at p. 591). That reference was to the fourth edition, and the present edition brings the work up to date. But Bunyon is an old-fashioned book, even to the motto from Virgil on its title-page, and requires rather completely re-writing than merely re-editing. Very possibly the present editors are not to be blamed for some of the organic features which rather challenge criticism, but the author, had he written his book in the year 1913, would hardly have produced it in its present form. The book, however, has been well re-edited, and the English cases and statutes seem to be up to date and complete; in fact, there are several unreported cases cited. There is also a good selection of Irish and Scottish cases. But in the field of insurance law particularly it is most necessary for a present-day text-writer to draw freely upon the rapidly increasing volumes of oversea law reports. Many important points of principle find illustrations in the oversea dominions, whilst the English reports may be searched in vain for similar cases. A few Canadian cases certainly are cited, and a good many American ones; but this very citation of American reports makes the paucity of Canadian, and apparently complete absence of Australian cases, the more striking. One instance may be given of an opportunity of citing a relevant Australian case which would have added to the value of the present edition. On p. 406 a Scottish case is (in the absence of English authority) cited for the position that a husband might *perhaps* be entitled to surrender a settled policy without the consent of the wife. Now in 1905 the High Court of Australia had just such a case before it, and it was then decided that the husband in that case had the right of surrendering the policy without the wife's consent: see *Mutual Life* v. *Pechotsch* (2 C. L. R. 823). This absence of oversea British cases is the most serious criticism we have to make. Minor criticisms relate to the index and table of cases which are hardly as accurate as might be desired. The references to contemporary or duplicate reports in the table of cases are unreliable, and we have found that cases referred to as appearing in one report only are, in fact, to be found in others. However, in spite of these shortcomings, the English practitioner will find the fifth edition of Bunyon's Life Assurance a most useful guide to the statute and case law of the United Kingdom. We ought also to draw attention to the Index to Private Statutes at the end of the volume, which supplies a kind of information not to be obtained elsewhere without great difficulty.

Books of the Week.

Common Law.—The Principles of the Common Law. Intended for the use of Students and the Profession. Twelfth Edition. By JOHN INDERMAUR and CHARLES THWAITES, Solicitors. Stevens & Haynes. 20s.

Digest.—Mews' Annual Digest of English Case Law, 1913. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 15s.

Continental Jurisprudence.—A History of Continental Criminal Procedure, with Special Reference to France. By A. ESMEIN, Professor in the Faculty of Law of Paris. Translated by JOHN SIMPSON, of New York. With an Editorial Preface by WILLIAM E. MIKELL, Professor of Law in the University of Pennsylvania. John Murray. 18s. net.

Private International Law.—A Digest of Cases decided n France relating to Private International Law. By PIERRE PELLERIN, Licencié en droit of the University of Paris, and of Lincoln's-inn, Barrister-at-Law. Stevens & Sons.

Licensing Law.—Compensation and the Compensation Charge under the Licensing Act. By FREDERICK ERNEST SLEE. Barrister-at-Law. Ballantyne & Co. (Limited). 1s. net.

At a meeting of representatives of the Canterbury City Council, Chamber of Trade, Dean and Chapter, and other bodies on the 6th inst., it was resolved to oppose the intention of the Prison Commissioners to hold executions in future at Canterbury instead of at Maidstone. The Mayor, the Dean, and Mr. Wright Hunt, chairman of the Chamber of Trade, were appointed as a deputation to interview the Home Secretary in the matter. Dean Wace said the reason why Newgate was a sort of byword in the English language was that executions had been conducted there for so many years. He would oppose to the utmost the turning of Canterbury into the Newgate of Kent.

Correspondence.

Valuation for Death Duties.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Section 33 of the Finance (1909-10) Act, 1910, now regulates appeals from the decision of the Commissioners as to the value of any property for death duty purposes.

In connection with the estate of a testator, who died more than two years ago, the Estate Duty Office has just sent a notice that the principal value of the freehold and leasehold properties is, in the opinion of the Commissioners, so much, two properties having been valued at named figures, and notice is given that if it is desired to appeal against the determination of principal value, notice must be given within thirty days under the Land Values (Reference) Rules, 1910, clause 4 (2).

Now observe, (1) no details are given shewing how the aggregate principal value has been made up, and the executors are in complete ignorance on this point; (2) there is no provision in the Act or Rules for appealing against the determination as to the aggregate principal value of an estate; (3) for the first time the executors learn that the principal value of two properties has been taken at more than the properties sold for within two months of the testator's death; (4) the value of certain other properties is still in dispute.

To put a finishing touch to this muddle the Estate Duty Office has actually purported to adjust the original estate duty paid, although a corrective affidavit will be necessary, paid itself the duty out of moneys in its hands, and sent a receipted account.

13, Walbrook, E.C., Feb. 11. FRANCIS R. BERGH.

CASES OF THE WEEK.

Court of Appeal.

HUSCROFT v. BENNETT. No. 1. 14th Jan.

WORKMEN'S COMPENSATION—ACCIDENT ARISING IN THE COURSE OF THE EMPLOYMENT—AGREEMENT BY EMPLOYER TO GIVE WORKMEN INFORMATION ENABLING HIM TO SUPPLEMENT HIS EARNINGS—SERVICES OF WORKMAN NOT TEMPORARILY LENT—INDEPENDENT CONTRACT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SS. 1, 13.

A workman was engaged by the lessee of a theatre to do work which occupied him part of the morning and the whole of each evening. For this he was paid a weekly wage, and given early information as to the movements of theatrical performers, so as to enable him to contract with them for the moving of their luggage to and from the railway station at the beginning and end of each week. While removing luggage in the performance of one of these contracts he met with injury by accident.

Held, that he was not under the control of the lessee at the time, or temporarily lent to another person, but an independent contractor, and therefore, that the accident did not arise out of or in the course of his employment.

Appeal by the employer from an award of the county court judge at Goole. Bennett, who was the lessee of the Theatre Royal, Goole, employed the workman to keep the theatre clean, which occupied some two hours each morning, and for scene shifting and other work as a stage-hand during the performance every evening. He agreed to give him 15s. a week "and the baggage." The county court judge found that this expression meant that the master and workman had an understanding, that the former, being able to employ him during part of the day only, was to give the latter early information as to the travelling companies and performers coming to the theatre each week, to enable him to apply to them for contracts for the removal of their baggage and stage properties between the railway station, the theatre and their lodgings, and in most cases he obtained such contracts, hiring a rulley or a handcart, according to the quantity of baggage. There was evidence that he earned an average of 5s. a week from such contracts. While engaged on one of these contracts, made with one Dayton, removing the baggage of the latter's company from their lodgings to the station, he fell off the rulley and was injured. The county court judge, on the authority of *Reed* v. *Smith, Wilkinson & Co.* (3 B. W. C. C. 223), held that Huscroft was "lent" to Drayton temporarily within section 13 of the Act, and that the accident arose out of and in the course of the employment. There was no evidence that Bennett knew of the contract with Dayton.

COZENS-HARDY, M.R., said the case was an appeal from his honour Judge Fossett Lock, who had held that a theatrical proprietor was liable in the following circumstances. The workman's duty was to clean and keep the theatre in order on six days of the week, and help at each performance. For this he was to be paid 15s. a week "and the baggage." These words were not intelligible taken by themselves without explanation. But when the position of the parties and the nature of the business was inquired into, they became quite clear. Huscroft was given the advantage of early information as to what theatrical troupes were coming to the town, and was able to make arrangements with them in advance. In six out of ten cases the

baggage of travelling companies was conveyed by him, in the remainder by railway or independent porters. He made his own terms, and in the present case received £1 for conveying baggage from the lodgings and theatre to the station, and while engaged in doing this fell off the rulley and was injured. One must not confuse the measure of a man's earnings with his wages in a particular employment. It would be altogether wrong if the court were to say that in the case of an independent contract of employment made with the owners of luggage the employer was liable. It was said by the learned judge that the case was analogous to *Penn* v. *Spiers and Pond (Limited)* (1908, 1 K. B. 766). So far from that being so, his lordship thought that was an authority the other way, and having read a passage from his own judgment in that case (at p. 769), proceeded :—The present was a plain case of an independent contract for services unconnected with the workman's employment at the theatre. The mere fact that the applicant had the advantage of early information as to the movement of companies did not enlarge the employment, out of which the accident could not be said to arise. The appeal would be allowed, with costs.

Evans, P., who observed that there was not a particle of evidence to shew that Muscroft's services were ever lent by his employer to another person, and

Eve, J., concurred.—Counsel, *W. H. Owen; A. Neilson.* Solicitors, *Stokes & Stokes*, for *W. Burton Cooper*, Hull; *C. J. Smith & Hudson*, for *Hind, Son, & Burniston*, Goole.

[Reported by H. Langford Lewis, Barrister-at-Law.]

ATTORNEY-GENERAL (ON THE RELATION OF THE MAYOR, &c., OF WORCESTER) *v.* SHARPNESS NEW DOCKS AND GLOUCESTER AND BIRMINGHAM NAVIGATION CO. No. 2. 27th and 28th Jan.

Canal Company—Canal Bridge—Standard of Repair by Canal Company—Alteration in Character of Ordinary Traffic—Notice of Insufficiency of Bridge for Weights Beyond Ordinary Traffic—Local Act, 1791 (31 Geo. 3, c. lcx.), s. 61—Locomotive Act, 1861 (24 & 25 Vict. c. 70), ss. 6, 7.

By a local Act, passed in 1791, *the respondent canal company were empowered to make a canal, and it was provided that the company should not make the canal across any highway until they should, at their own expense, have made bridges over the canal "and all such . . . bridges . . . shall from time to time be supported, maintained and kept in sufficient repair" by the company.*

Held, that the company were liable to keep the bridges at such a standard of repair as to make them sufficient for the present-day traffic.

Decision of Phillimore, J. (*reported* 1913, 1 *K. B.* 422. 82 *L. J.* (*K. B.*) 187, 11 *L. G. R.* 157), *reversed.*

By a local Act of 1791 the respondent canal company were required to make such bridges over their canal as certain Commissioners appointed for the purpose should judge proper, and to support, maintain and keep them in sufficient repair. Bridges were built sufficient for the ordinary traffic of that date, but have now been found to be insufficient to bear the heavy motor traffic of the present day. In the action the plaintiff alleged that the bridges were out of repair, and that each of them, with one exception, was insufficient to bear the ordinary traffic which might reasonably be expected to pass along the highways carried over the canal by the bridges, having regard to the character and present need of the district, and he claimed a declaration that the defendants were liable to keep the bridges in repair sufficient to bear such traffic. The defendants pleaded that their liability was only to keep the bridges in a state of repair sufficient for such traffic as was ordinary on highways when the bridges were originally constructed, and, further, that they were entitled to maintain notices on their bridges framed under section 61 of the Locomotive Act, 1861, restricting the use of locomotives over the bridges by declaring the bridges to be insufficient to carry weights beyond the ordinary traffic of the district. Phillimore, J., decided in favour of the defendants. The plaintiff appealed.

Vaughan Williams, L.J., in giving judgment, said he was of opinion that the judge in the court below had taken a wrong view of the statutory obligations of the canal company in holding that the standard of maintenance was that applicable to the traffic at the date when the bridges were constructed. The company were liable to support and repair the bridges sufficiently to bear the ordinary traffic of the district which might reasonably be expected to pass along the highway carried by the bridges over the canal, not according to a standard fixed once and for all, but to the standard varying from time to time, sufficient to carry the traffic of the day. In his opinion the appeal should be allowed.

Kennedy, L.J., concurred. If the bridges had not been constructed as they were for the convenience and advantage of the canal company, the highways in the places where the bridges now were would have been repairable by the road authority according to the standard of the requirement of traffic from time to time. Was it reasonable to assume that the Act of Parliament of 1791 which authorized the cutting of the canal could have intended that the public generally who had a right to use the highways should be placed in a worse position than would have been the case if the Act had not been passed? He did not think such a construction of the Act was reasonable or right. The Act imposed on the canal company a duty which would be equivalent to that which the public would have enjoyed if the Act had not been passed. In deciding as this court did, they gave no ruling with regard to any particular class of traffic, but decided merely the general principle of law. It might be that some of the bridges were still suited to the present-day requirements of the ordinary traffic, whereas the other parts of Worcester—for instance, urban districts—much heavier traffic might now be the ordinary traffic. The court desired merely to lay down a general standard of maintenance which would be flexible and adaptable to the requirements of each particular district.

Swinfen Eady, L.J., gave judgment to the same effect. The appeal was accordingly allowed.—Counsel, for the appellant, *Sankey*, K.C., and *W. W. Mackenzie;* for the respondents, *Macmorran*, K.C., *E. W. Cave*, K.C., and *C. T. Tatham.* Solicitors, *Church, Rendell, & Bird*, for *S. Southall*, Town Clerk, Worcester; *Burton, Yeates, & Hart*, for *Johnson & Co.*, Birmingham.

[Reported by Erskine Reid, Barrister-at-Law.]

PARKER *v.* OWNERS OF SHIP "BLACK ROCK." No. 1. 13th and 28th Jan.

Workman's Compensation—Accident Arising out of and in Course of Employment—Sailor Returning to Ship from Visit Ashore to Purchase Provisions—Obligation to Furnish own Provisions—Workmen's Compensation Act, 1906 (6 Ed. 7, c. 58), s. 1 (1)—Merchant Shipping Act, 1906 (6 Ed. 7, c. 48), s. 25.

A member of the crew of a coasting steamer, who were engaged under articles requiring them to furnish their own provisions, went ashore with the object of buying a stock of provisions for himself. Having done so, he fell off a quay in the dark and was drowned, while on his way to rejoin the ship.

Held (Evans, P., *dissenting*), *that the accident did not arise out of the employment.*

Appeal by the defendant from an award of the county court judge at Liverpool. Christopher Parker, a fireman on the coasting steamer *Black Rock*, which moored alongside the north pier at Newlyn on the 14th of January, 1913, went ashore in the afternoon with another man for the purpose of buying provisions for himself for the ensuing voyage. They did so to the value of 7s., and ordered them to be sent on board. Parker, on leaving the shop, made for the north pier, but during his absence on shore, and without his knowledge, the vessel had changed her berth to the south pier. By that time it was dark and very wet and stormy. Parker was not seen alive again, but found drowned the next day. His widow claimed compensation. In the articles signed by the seaman, under the Merchant Shipping Acts, 1894 to 1906, the words "Board of Trade scale of provisions" were struck out, and the words "Crew to provide their own provisions" inserted. There was an entry in the ship's log-book that Parker and his companion had gone ashore to buy provisions, but it was admitted that before doing so they visited a publichouse, where drinks were served to them. The county court judge held that, having regard to *Mitchell* v. *Owners of Saxon* (5 B. W. C. C. 623), he was bound to decide against the applicant, who appealed. *Cur adv. vult.*

Cozens-Hardy, M.R., said that the material facts were so fully stated in the judgments which the President and Eve, J., were about to read that he should content himself with dealing with the questions of law on which there was a difference of opinion. It was beyond dispute that, where a sailor met with an accident while fulfilling an obligation imposed on him by his contract of service, the accident arose out of and in the course of the employment; for example, if the master sent him ashore on ship's business and he was knocked down by a runaway horse. It was equally beyond dispute that, where a sailor met with an accident while on shore with permission, but for his own purposes, the accident did not arise out of and in the course of the employment; for example, if he went ashore to see a show or visit a friend. It had been suggested that the second proposition was subject to this qualification, that if the purpose was one reasonably necessary to enable him to discharge his duties as a seaman, he ought to be in the same position as if he were performing a contractual obligation. He thought there was here no contractual obligation by the deceased fireman towards the shipowners that he would provide his own provisions. By statute the owners were bound to supply provisions according to the scale printed in the articles, unless the crew provided their own provisions. The words at page 1 of the printed form imposing this obligation on the owners were struck out. The scale on page 15 was obviously useless, and it was also struck out, the words "crew to provide their own provisions" being written across. Those words amounted, in his lordship's opinion, only to a statement that the scale had no application. To hold that they imposed a contractual obligation on the crew, for breach of which an action would lie, seemed unreasonable, and on that point his lordship agreed with the judgment of Eve, J. In going ashore to order provisions the deceased was only acting in his own interest and for his own purposes. He was not sure that the appellant's counsel seriously contended that the appeal could be maintained apart from the alleged express contract in the articles. But he relied on an implied obligation to do what was necessary to keep himself alive and fit to discharge his duties on the ship, and that therefore he went ashore on ship's business. It had been repeatedly held that the protection of the Act did not extend during the time that a workman left his place of work to go to his own home for the purpose of getting food and drink, without which he could not work. He could draw no distinction between a fireman on a ship and a fireman attending to boilers in a factory. The applicant failed to establish that the accident arose out of and in the course of the employment, and the decision of the county court judge was correct.

EVE, J., delivered judgment to the same effect.

EVANS, P., regretted that he had been led to a different conclusion, and after summarising the material facts, said that, apart from any decisions, he would have said, without hesitation, that the accident which befell the deceased man arose out of and in the course of the employment. He thought the fireman's employment was continuous, and his errand no less one on ship's business than if he had been sent by the captain to fetch provisions for the crew, including himself, if the shipowners had had to provide food. In his opinion it was not necessary, in order to hold the employers liable, to establish that the seaman bound himself expressly or impliedly by contract to procure his own food during the voyage, but in procuring his own food he was doing something not only incidental, but essential to the employment. But if it were necessary to establish such a contract, he thought it had been done in the present case. His lordship cited the judgments of Fletcher Moulton, L.J., in *Moore* v. *Manchester Liners (Limited)* (1909, 1 K. B. 417; on appeal, 1910. A. C. 489) and in *Kitchenham* v. *Owners of S.S. Johannesburg* (1911, 1 K. B. 523), and thought the facts in the present case more in favour of the applicant than in those two decisions, and consequently that the appeal ought to be allowed.—COUNSEL, *G. Howard Jones; A. Neilson.* SOLICITORS, *Griffiths & Roberts*, for *R. E. Warburton*, Liverpool; *Holman, Birdwood & Co.*, for *Rogers & Birkett*, Liverpool.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re THOMAS MAJOR, Deceased. TAYLOR v. MAJOR AND OTHERS.
Sargant, J. 18th Dec.; 20th Jan.

WILL—GENERAL DIRECTION TO PAY DEBTS—ADMINISTRATION—MORTGAGE DEBTS—SPECIFIC DEVISES—SPECIFIC PROPERTY INCLUDED IN SUBSEQUENT PROVISION FOR PAYMENT OF DEBTS—REAL ESTATE CHARGES ACT, 1854 (17 & 18 VICT. C. 113), S. 1—REAL ESTATE CHARGES ACT, 1867 (30 & 31 VICT. C. 69), S. 1—EXONERATION OF SPECIFIC DEVISES FROM THE MORTGAGE DEBTS.

Where the first clause of a will created an implied charge of debts (including mortgage debts) by the words "first I will that all my just debts (including mortgage debts) and funeral and testamentary expenses be paid and satisfied"; but a subsequent residuary clause provided specific bequests and devises for the discharge of the same debts (including mortgage debts).

Held, that the testator intended to explain and limit the implied charge by the creation of the residuary fund, and that, accordingly, no other part of the real estate than that comprised in the residuary fund was charged with debts and funeral and testamentary expenses.

Held, also, that the proportion of mortgage debts, not discharged out of the special trust fund, must be borne by the various mortgaged properties themselves, each bearing the balance of its own incumbrance.

Held, further, that such proportion of the other debts and expenses as was not discharged out of the residuary fund must be borne as between the specifically bequeathed personalty and the various specifically devised real estates rateably in proportion to their net values.

Thomas *v.* Britnell (1751, *Ves. Sen.* 313) *and* Corser *v.* Cartwright (1873, *L. R.* 8 *Ch.* 971) *followed.*

This was a summons to determine whether a general implied charge of debts (including mortgage debts) and funeral and testamentary expenses in the will of the testator had been limited by a subsequent residuary gift to trustees of funds to meet such debts (including mortgage debts), funeral and testamentary expenses. The first provision in the will was, "I will that all my just debts (including mortgage debts) and funeral and testamentary expenses be paid and satisfied." The testator subsequently made a specific bequest of personalty to one of his sons, and this was followed by a series of specific devises of realty to his children, including the son to whom the specific devise of personalty had been made. Then followed another specific devise of real estate, to which was added all other real estate which he might die possessed of, and also all the residue of his personalty, upon trust for conversion, and out of the proceeds to pay his just debts (including his mortgage debts) and funeral and testamentary expenses, and after payment thereof the balance to be in trust for his children equally. According to the facts as stated in the judgment, the funds subject to the final trust were insufficient for the payment of the mortgage and other debts and the funeral and testamentary expenses, and the summons was issued to ascertain how the mortgage and other debts and expenses were to be borne by the various properties. The son, whose share of specifically devised realty was unincumbered, relied on *Thomas* v. *Britnell* (2 Ves. S. 313), *Palmer* v. *Graves* (1 Keen, 545), and *Corser* v. *Cartwright* (L. R. 8 Ch. 971). Counsel for the children, whose shares of specifically devised realty were incumbered, cited *Price* v. *North* (1 Ph. 85), *Carter* v. *Barnardiston* (1 P. Wms. 506), *Middleton* v. *Middleton* (15 Beav. 450), *Re Birch, Hunt* v. *Thorn* (1909, 1 Ch. 787), and *Irvin* v. *Ironmonger* (2 Russ. & M. 531). *Cur. adv. vult.*

SARGANT, J.—This originating summons relates to the order of application of the assets of the testator in the payment of his debts, and particularly of his mortgage debts, having regard to the provisions of his will. The testator first declares that all his just debts (including mortgage debts) and funeral and testamentary expenses are to be paid and satisfied. He then gives a specific bequest to his son Thomas Major, and makes six separate specific devises to this son and his other children. And finally he devises certain other lands and all other, if any, his real estate, and bequeaths the residue of his personal estate, upon trust for sale and conversion, and to stand possessed of the proceeds upon trust, in the first place to pay thereout his just debts (including mortgage debts) and funeral and testamentary expenses, and to hold the balance for his sons and daughters equally. The specific bequest to Thomas Major was of the value of £1,671 4s. 8d. The real estate specifically devised to him and his brothers and sisters is estimated as worth some £17,110 10s., and was, as to some parts thereof, unincumbered, and as to other parts thereof subject to various mortgages and charges amounting in all to £7,000 and interest. The personal property of the testator not specifically bequeathed was of a total value of about £330, and the lands devised upon trust to pay debts, which appear to have consisted only of those specifically described in that part of the will, were of the value of some £1,170. The testator's debts, other than mortgage debts, amounted to about £970, of which all but about £200 were trade debts due in respect of the business specifically bequeathed to his son, Thomas Major. The first question raised by the summons is whether the real and personal estate comprised in the express trust for payment of debts (hereinafter referred to as the express trust fund) should be applied primarily in the payment of the unsecured debts and funeral and testamentary expenses, and only secondarily in payment of the testator's mortgage debts. This question was, however, too clear for argument, and was not, in fact, argued before me. Under this head I make a declaration that the funds in question are applicable, so far as they will extend, in payment rateably of all the debts, including mortgage debts and the testator's funeral and testamentary expenses. This declaration also disposes of the second head of the summons, or, rather, prevents the question there stated from arising. The really important head of the summons is the third, which is in the following terms. [His lordship read the third question, and continued.] The question here stated seems to me to have been quite properly drawn in the first instance, but, having regard to the answer I have already given to the first question, it is clear that much the larger part of the testator's unsecured debts and of his funeral and testamentary expenses (namely, that part thereof not discharged out of the express trust fund), must be discharged out of his other assets, including the real estate specifically devised to his children. And the real question, therefore, is with reference to that large proportion of the mortgage debts not discharged out of the express trust fund, and is, whether, on the one hand, the proportion of each mortgage debt is left to fall, in the ordinary course, on the property subject to the particular mortgage, or whether the words of the will are strong enough to throw all the mortgage debts on all the properties, a common fund for the rateable discharge, *inter se*, of the whole mortgage liability. After careful consideration, and with the assistance of the clear arguments of counsel on both sides, I have come to the conclusion that the words of the will are not sufficiently strong for the purpose. I base this conclusion on the view that the case is within *Thomas* v. *Britnell* and *Palmer* v. *Graves*, as approved in *Corser* v. *Cartwright* (*supra*), rather than within *Price* v. *North* (*supra*), and that the implied charge of debts created by the initial directions in the will is explained and limited by the subsequent creation of a definite fund for the purpose out of (*inter alia*) some part of the real estate which would otherwise have been subject to the initial charge; and, accordingly, that the will, on its true construction as a whole, does not charge with debts and funeral and testamentary expenses any part of the real estate of the testator other than that forming part of the express trust fund. But I shall add, though this is not the actual ground of my decision, that, even if I had thought that the will did contain a charge of debts on the whole of the testator's real estate, I should have felt great difficulty in holding that the words were strong enough to result in pooling the various specifically devised properties and making them a common fund for the discharge of the total amount of the mortgages on them. The result is that the proportion of the mortgage debts not discharged out of the express trust fund will remain merely as charges on the separate mortgaged properties, and that the proportion of the other debts and of the funeral and testamentary expenses not discharged out of the express trust fund will, as between the various specifically devised hereditaments, fall rateably on them in proportion to their values, these values being ascertained, in the case of such of them as are subject to mortgages or charges on the total value of each property, less that proportion of its mortgages or charges not discharged out of the express trust fund. As regards the fourth head of the summons, it is clear, and, indeed, no contrary argument was put forward, that the personal estate specifically bequeathed to the defendant, Thomas Major, must contribute rateably with the specifically devised real estate, to the payment of the proportion of the debts and funeral and testamentary expenses not discharged out of the express trust fund.—COUNSEL, *C. Lyttelton Chubb; C. E. Shebbeare; J. W. Manning.* SOLICITORS, *C. J. Mander & Sons*, for *Watts & Bouskell*, Leicester.

[Reported by L. M. MAY, Barrister-at-Law.]

Re BROOKES (Deceased). BROOKES v. TAYLOR. Astbury, J. 27th Jan.

TRUSTEE—ESTATE DISTRIBUTED IN SPECIE—NO VALUATION—MORTGAGE SECURITIES—APPROPRIATION OF WORTHLESS MORTGAGES TO A SETTLED SHARE—LIABILITY OF TRUSTEE—JUDICIAL TRUSTEES ACT, 1896 (59 & 60 VICT. C. 35), S. 3.

Where a trustee distributed the trust estate, which consisted of two

mortgages, nominally of nearly equal amounts, in specie, and gave one mortgage, which was good, to one set of beneficiaries, and kept the other for later distribution, and this was, though not to his knowledge, in fact, worthless at the time he parted with the good mortgage, the other set of beneficiaries were held entitled to recover against the trustee for a breach of trust.

In such a case the trustee is not protected by section 3 of the Judicial Trustees Act, 1896.

Rawsthorne *v.* Rowley (1909, 1 *Ch.* 409 *note*) *distinguished.*

This was a witness action. The defendant, the surviving trustee of a will, held £750 in trust as to one moiety for Robert for life, with remainder to such of his children as being sons should attain twenty-one, or being daughters should attain that age or marry, and as to the other moiety on similar trusts for James and his children. The funds had been invested in two mortgages—viz., £350 on freehold property at Stalybridge, subject to a £5 chief rent, and £400 on freehold property at Northwich. The £350 mortgage was effected by prior trustees in 1893. The £400 mortgage was effected by the defendant and a co-trustee in 1899. In 1906 Robert died, and in December, 1907, the defendant transferred the £400 mortgage to the Robert family, whose £375 share was absolutely vested, and received the £25 excess. He retained the £350 mortgage and the £25 to represent the share of James and his children, some of whom were infants. The interest, chief rent and insurance on the £350 Stalybridge mortgage were regularly paid up to the 2nd of November, 1909. In December, 1909, the defendant, who lived about ten miles from Stalybridge, was advised by his solicitor to inspect the Stalybridge premises, since, owing to recent legislation, property was much depreciated. The defendant, who had not seen the premises before, found them vacant and much dilapidated. He at once took steps to realise the security, but his efforts were fruitless, the security being practically valueless and the mortgagor a man of no substance. On the 29th of April, 1913, James and his children, one of whom was an infant at the date of the writ, but had since come of age, commenced this action against the defendant, seeking to make him liable for his breach of trust in handing over practically the entire estate to the Robert family in December, 1907. Counsel for the plaintiffs said it was clear from the evidence, and was not disputed by the other side, that at the date when the Northwich mortgage, which was a good one, was handed over to the Robert family the Stalybridge premises were derelict—unoccupied, dilapidated and worthless. He did not complain of the original investment or of its retention down to 1907, but contended that before the trustee divided the estate in specie, in that year he should have had a valuation of the Stalybridge property; by not doing so he had in effect given the whole property to the Robert family. Counsel for the defendant, the trustee, pointed out that nothing had occurred to suggest that the Stalybridge security (which admittedly was originally a perfectly proper security) was in jeopardy. The defendant did the best he could directly he discovered the condition of the Stalybridge property. There was no onus on him to make periodical investigations: *Re Chapman, Cocks* v. *Chapman* (1896, 2 Ch. 76); *Rawsthorne* v. *Rowley* (1909. 1 Ch. 409, note). If the defendant was justified in treating the mortgage as a sound security for the purposes of retention, he must surely be equally justified in treating it as a sound security for the purpose of dividing the estate in specie. Moreover, if any breach of trust had been committed, the defendant ought to be excused under section 3 of the Judicial Trustees Act, 1896: *Re Grindey, Clews* v. *Grindey* (1898, 2 Ch. 593).

Astbury, J., after stating the facts, said: The defendant held this trust property in trust for the plaintiffs and the Robert family. He elected to make a distribution without any inquiry as to the value of the securities, and he handed over the only valuable property, which practically amounted to the entire estate, to the Robert family, reserving a security which was in fact worthless for the plaintiffs. The case of *Rawsthorne* v. *Rowley* (1909, 1 Ch. 409), which is reported in a note to the case of *Shaw* v. *Cates* (1909. 1 Ch. 389), does not, in my judgment, touch the present point; that was purely and simply a case of the retention of mortgages by trustees. Here the trustee, in handing over the only valuable security to the Robert family, and leaving the plaintiffs with nothing, has clearly committed a breach of trust, for which he is liable to the plaintiffs, and he has not, in my judgment, made out any case for relief under the Judicial Trustees Act, 1896, section 3. In order to avoid the expense of an inquiry, the parties have agreed the measure of liability at £200, and I accordingly give judgment for the plaintiffs for that amount.—Counsel, *Fairfax Luxmoore; Percy Wheeler.* Solicitors, *Coode, Kingdon, & Cotton*, for *W. Clarke Deakin*, Northwich, Cheshire; *Biddle, Thorne, Welsford, & Sidgwick*, for *C. E. Newell*, Northwich, Cheshire.

[Reported by L. M. May, Barrister-at-Law.]

High Court—King's Bench Division.

PROCTER AND ANOTHER *v.* **TARRY AND ANOTHER.** Div. Court. 4th Feb.

Licensing—Free House—Increase of Duty—Finance (1909-10) Act, 1910—Recovery by Lessee of Proportion of Increase—Calculation of Proportion—Finance Act, 1912 (2 & 3 Geo. 5, c. 8), s. 2.

By section 2 of the Finance Act, 1912, *where licensed premises that are not "tied" are held under a lease made before the passing of the Finance* (1909-10) *Act,* 1910, *the lessee may recover from the grantor so much of any increase of license duty under that Act as is proportionate to any increased rent or premium payable in respect of the premises being let as licensed premises.*

Held that, in ascertaining any increased rent payable in respect of the premises being let as licensed premises, the court must consider the difference between the rent reserved by the lease and the rent which the premises would command as they stood if the licence were taken away, and not the rent the premises would command if a reasonable sum were spent in adapting them for some purpose other than that of licensed premises—e.g., as a shop.

Appeal from the Warwick County Court. The plaintiffs were the lessees of the Bath Hotel, Leamington, under a lease made in 1907. These licensed premises were not "tied," and the annual rent reserved by the lease was £390. The defendants were the grantor's successors. The plaintiffs' claim was under section 2 of the Finance Act, 1912, for £45 odd, which they alleged was so much of the increase of license duty under the Finance (1909-10) Act, 1910, as was proportionate to the increased rent payable in respect of the premises being let as licensed premises. The license duty before the passing of the Act of 1910 was £45, and it was increased by that Act to £166—an increase of £121. Evidence was given that the rent which the premises would command as they stood if the licence were taken away and the premises were used as a hotel or boarding-house, was at £240, and this figure was agreed by the defendants. It was upon the difference between this figure and £390, the rent reserved by the lease, that the plaintiffs based their claim. The defendants contended that in ascertaining any increased rent payable in respect of the premises being let as licensed premises, the court must consider the difference between the rent reserved by the lease and the rent which the premises would command if a reasonable capital sum were spent in adapting them for a purpose other than that of licensed premises, having regard to the locality in which the premises were situate. And they contended that in this case if, say, £2,000 were spent in adapting the premises as a shop, the annual value or rent which would be obtained, after deducting interest on the £2,000, would exceed £390, the rent reserved by the lease, so that there would be no increased rent payable in respect of the premises being let as licensed premises. The county court judge held that, in making the calculation, the annual value of the premises had nothing to do with the question. The plaintiffs' method of calculation was correct, and, taking the value of the premises as they stood without the licence at £240, the reserved rent being £390, the increase of rent was £150; and that figure, the reserved rent £390, and the increase of duty £121 were the three factors for the sum, and the result came to £45 odd. He therefore gave judgment for the plaintiffs for that amount. The defendants appealed. By section 2 of the Finance Act, 1912 (2 & 3 Geo. 5, c. 8): "Where the licensed premises are held under a lease or agreement for a lease made before the passing of the Finance (1909-10) Act, 1910, which does not contain or import any covenant, agreement, or undertaking on the part of the lessee under such lease, or agreement for lease, to obtain a supply of intoxicating liquor from the grantor of the lease or agreement for lease, the lessee under such lease or agreement for lease shall be entitled, notwithstanding any agreement to the contrary, to recover as a debt due from, or deduct from any sum due to, the grantor of such lease or agreement for lease so much of any increase of the duty payable in respect of the licence under the provisions of the Finance (1909-10) Act, 1910, as may be agreed upon as proportionate to any increased rent or premium payable in respect of the premises being let as licensed premises, and, in default of agreement, the amount proportionate to such increased rent or premium shall be determined in manner directed by rules of court by a county court in England or Ireland, and by a sheriff court in Scotland. The words 'lease,' 'leased,' 'agreement for lease,' and 'lessee' in this section include sub-lease, sub-leased, agreement for sub-lease and sub-lessee respectively."

Ridley, J., having stated the facts, said that it had been conceded in the argument that the proper way in which to arrive at the amount recoverable was by a rule of three sum. The rent reserved by the lease was the first figure to be taken, then the increase of rent due to the licence, and lastly the increase in the duty imposed. The first figure was £390, and the last £121. The question at issue was the second figure. What was the increase of rent due to the licence? Counsel for the appellants had contended that in ascertaining the figure to compare with £390, the reserved rent, they ought not merely to look at the rent at which the premises could be let without a licence, but ought to consider whether more could not be made out of the premises. It was suggested that they would be more valuable if altered into a shop, and that if this were done, a gross rental of £660 could be obtained, of which £550 would be clear profit, after paying interest on the capital. But if inquiries of this kind were permitted, he did not think it would be possible to carry the Statute into operation. There must be some limit. Otherwise why should the defendants confine themselves to adapting the premises as a shop? Why should the premises not be altered into an exhibition, or anything else that might attract the public and add a fresh value to the premises? If capital were expended the premises would be no longer the same. In his opinion the construction of the learned county court judge was correct, and the appeal must be dismissed.

Rowlatt, J., delivered judgment to the same effect.—Counsel, *Disney; A. F. Wootten.* Solicitors, *Warren, Murton, & Miller*, for

Lamb & Stringer, Kettering; *Rawle, Johnstone, & Co.*, for *Wright Hassall, & Co.*, Leamington.

[Reported by C. G. Moran, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. WILLIAM CADE. 2nd Feb.

Criminal Law—Forgery—Demanding and Obtaining Money Under and by Virtue of Forged Instrument—Meaning of "Instrument"—Letter—Forgery Act, 1913 (3 & 4 Geo. 5, c. 27), s. 7.

A letter asking for a loan of money for a specific purpose may be a forged "instrument" within the meaning of section 7 of the Forgery Act, 1913.

This was a case stated by the Common Serjeant of the City of London under section 20 (4) of the Criminal Appeal Act, 1907, and the Crown Cases Act, 1848. The prisoner pleaded guilty before me to an indictment charging that he "feloniously did demand, receive, and obtain certain money, to wit, the sum of one pound of the moneys of Alfred Lazarus, of and from the said Alfred Lazarus, under, upon and by virtue of a certain forged instrument, to wit, a forged request for the payment of one pound, knowing the said forged instrument to be forged, and with intent to defraud." The document referred to was a letter purporting to come from and to be signed by John Waller, who was employed by Mr. Lazarus, to whom it was addressed. The letter was as follows:—"Dear Mr. Lazarus,—Will you send me £1 (h)as to hire a drain machine (h)as the drain in all the yards in Vince-court are stoped up. I am to Busy to call myself, so I have sent bearer. The change will be given back when I have taken the machine back. I cannot get one no where unless I pay a deposit of 20s.—Yours truly, J. Waller. The yards are almost flooded and w.c. stoped up." The prisoner was sentenced to three months' imprisonment in the Second Division. The question for the court is whether the letter was a "forged instrument" within section 7 of the Forgery Act, 1913 (3 & 4 Geo. 5, c. 27): see *Reg.* v. *Riley* (1896, 1 Q. B. 309). The prisoner was committed to prison pending the decision of the court. By section 7 of the Forgery Act, 1913 (3 & 4 Geo. 5, c. 27):—"Every person shall be guilty of felony, and on conviction thereof shall be liable to penal servitude for any term not exceeding fourteen years, who, with intent to defraud, demands, receives or obtains . . . . any money, security for money or other property, real or personal, under, upon, or by virtue of any forged instrument whatsoever, knowing the same to be forged. . . . ."

Lord Reading, L.C.J., delivered the judgment of the court (Ridley and Rowlatt, JJ., with him) as follows:—The prisoner pleaded guilty to an indictment charging him under section 7 of the Forgery Act, 1913, with demanding and obtaining money by virtue of a certain forged instrument with intent to defraud. The document upon which the case turned was to this effect. [His lordship read the letter.] J. Waller was the name of the prisoner's uncle, who was in the employment of Mr. Lazarus. The signature was forged. The prisoner, who was undefended, pleaded guilty, but the learned Common Serjeant stated this case. The point turns really upon one question only. Does the word "instrument" in section 7 of the Forgery Act, 1913, convey the same meaning as it was held to bear in section 38 of the Forgery Act, 1861? If it does, there is no doubt that this letter was an instrument within the meaning of section 7, and the prisoner was properly convicted. It must be remembered that the Forgery Act, 1913, was an Act to consolidate, simplify, and amend the law relating to forgery and kindred offences. Section 7 is in these terms. [His lordship read section 7.] Everything turns on the meaning of the words "any forged instrument whatsoever." The same words are to be found in section 38 of the Act of 1861. The Court of Crown Cases Reserved has, in *Reg.* v. *Riley* (1896, 1 Q. B. 309), very carefully considered the meaning to be given to these words. It is sufficient to say, notwithstanding that Lord Russell and Vaughan Williams, J., had some doubts, although they did not dissent from the other judges, that the view of the court expressed in that case was that a telegram sent to accept a bet did come within the meaning of the word "instrument" in section 38 of the Act of 1861. An argument was addressed to the court in that case similar to that addressed to us to-day by counsel for the appellant. He now contends that *Riley's case* (*supra*) does not bind us, as the decision only applies to a business document. But in our opinion this letter was a request to an employer to pay money to a person employed by him for his benefit. It was really a business document. If the word "instrument" in section 7 only applies to a business document and no more, it covers this letter. He also contended that he was able to distinguish the meaning of the word in the Act of 1913, on the ground that, if one looked at the earlier and succeeding sections of the Act, it was impossible to read the words "document" and "instrument," which were both used as meaning one and the same thing. It is clear to us that we must interpret "instrument" in this section as covering a letter such as this, and not as being confined to a writing such as a deed or document of title either to land or goods. Our opinion therefore is based on the authority of *Reg.* v. *Riley* (*ubi sup.*), and also on the interpretation we think ought to be given to the word "instrument" in the Act of 1913. The case stated, therefore, must be answered in favour of the Crown, and the conviction will stand.—Counsel, *A. S. Comyns Carr; Roome.* Solicitors, *Registrar of the Court of Criminal Appeal; Director of Public Prosecutions.*

[Reported by C. G. Moran, Barrister-at-Law.]

New Orders, &c.

Bankruptcy.

The Bankruptcy (Administration Order) Rules, 1914.

The following draft rules with reference to Administration Orders under the Bankruptcy Act, 1883, s. 122, have been published:—

Short title, construction, commencement, and application of rules. The following Rules may be cited as the Bankruptcy (Administration Order) Rules, 1914, or each Rule may be cited as if it had been one of the Bankruptcy (Administration Order) Rules, 1902 (herein referred to as the principal Rules), and had been numbered therein by the number placed in the margin opposite such Rule.

These Rules shall be read and construed as if they were contained in the principal Rules. They shall come into operation on the day of , 1914, and shall apply, as far as may be practicable, to all proceedings taken under administration orders or requests for orders in force or pending on that day.

1. *Rule 2a.—Form of request for administration order. Form* 1.] Form No. 1 in the Appendix to the principal Rules is hereby annulled, and Form No. 1 in the Appendix shall stand in lieu thereof.

2. *Rule* 3 (1*a*).—*Amendment of Rule* 3.] The following paragraph shall stand as paragraph 1*a* of Rule 3 of the principal Rules:—

The debtor's proposal shall be without prejudice to the power of the court to make on the hearing of the report an order providing for the payment of his debts to a greater or less extent, or by greater or smaller instalments, as appears practicable to the court under the circumstances of the case.

3. *Rule 4a.—Form of notice of request. Form* 3.] Form No. 3 in the Appendix to the principal Rules is hereby annulled, and Form No. 3 in the Appendix shall stand in lieu thereof.

Rule 6 of the principal Rules is hereby annulled, and the following rules shall stand in lieu thereof:—

4. *Rule 6.—Stay of proceedings between filing and hearing of request.*] (1) At any time between the filing and the hearing of a request the judge or registrar of the court in which the request is filed may stay proceedings on any judgment or order of that court against the debtor, or on any execution, judgment summons, or order of commitment issued against the property or person of the debtor in respect of any debt scheduled to the request, whether issued by the court in which the request is filed, or issued by any other county court or inferior court and sent for execution to the court in which the request is filed.

(2) And any other court in which a judgment or an order has been obtained against the debtor, or from which an execution, judgment summons, or order of commitment has issued against the debtor, or to which an execution, judgment summons, or order of commitment issued by any other county court or inferior court has been sent for execution, may in like manner, on proof that a request for an administration order has been filed by the debtor, stay proceedings on such judgment, order, execution, judgment summons, or order of commitment.

(3) *Order for bailiff to withdraw.*] If in any such case the bailiff is in possession under a warrant of execution, the judge or registrar may on application made in accordance with the county court rules as to interlocutory applications order the bailiff to withdraw from possession until after the hearing of the request.

(4) *Costs already incurred may be allowed.*] Where proceedings are stayed under this rule, the judge or registrar may allow costs already incurred by the creditor, and such costs, if and so far as they are not allowed pursuant to Rule 6*a* out of any money received under the execution, judgment summons, or order of commitment, may on application be added to the debt scheduled.

(5) *Form of order. Form* 4*a*.] An order staying proceedings may be according to the Form No. 4A in the Appendix.

(6) *Certificate that request has been filed. Form* 4B.] For the purposes of any application under this rule to a court other than that in which the request is filed, the registrar of the court in which the request is filed shall on the application of the debtor issue to him a certificate in the Form No. 4B in the Appendix.

5. *Rule 6a.—Application of money received under execution, &c., where proceedings stayed under Rule* 6 *or s.* 122 (5).] Where proceedings are stayed under the preceding rule, or under section 122 of the Act, any money received under the execution, judgment summons, or order of commitment shall, when received by the registrar of the court out of which the warrant issued from the high bailiff of that court, or, in the case of a warrant issued to a foreign court, when certified to the registrar of the home court under Order XXVIII., Rule 2, of the County Court Rules, be dealt with as follows, viz.:—

(*a*) if an administration order is made in or the proceedings are stayed by the court out of which the warrant issued, such money shall be dealt with as the judge of that court shall direct; and

(*b*) if an administration order is made in or the proceedings are stayed by any other court, such money shall be certified in accordance with Order XXVIII., Rule 2, of the County Court Rules, by the registrar of the court out of which the

warrant issued to the registrar of the court in which the administration order is made or by which the proceedings are stayed, and the amount certified shall be paid over by the registrar of the court certifying the same to the treasurer, as the treasurer shall require; and the registrar of the cour tin which the administration order was made or by which the proceedings were stayed shall out of any moneys in his hands pay the amount so certified as the judge of that court shall direct, and shall be allowed by the treasurer of his court, at his audit, the amount so paid.

Costs.] Where in any such case the costs of the execution, judgment summons, or order of commitment incurred by the creditor are not allowed out of the money received, the creditor shall be liable for such costs; but if they are allowed as against the debtor, they may on application be added to the debt.

6. *Rule 6c.—Order for possession fees.*] In any such case as in the last preceding rule mentioned the judge may, if he thinks fit, on application by the high bailiff made in accordance with Order XXVII., Rule 1, of the County Court Rules, make an order for payment by the execution creditor to the high bailiff of any fees or expenses incurred by the high bailiff which are not allowed under the last preceding rule out of the money (if any) received under the execution.

7. *Rule 8a.—Notice of cases in which order may be set aside to be printed thereon.*] Rule 8 of the principal Rules shall be read as if the following paragraph were inserted therein after the words "upon the Order," viz. :—

Notice shall be printed on the order of the cases in which the order may be set aside or rescinded, in the Form No. 5a in the Appendix.

Rule 10 of the principal Rules is hereby annulled, and the following rule shall stand in lieu thereof :—

8. *Rule 10a. Form 5A.—Proof by creditor omitted from schedule, or of subsequent debt under sub-section* (12). *Form* 10.] Any creditor of the debtor in respect of a debt due before the hearing of the request which has not been scheduled by the debtor, who desires to prove his debt, or any person who after the date of the order becomes a creditor of the debtor and desires to prove his debt under sub-section (12) of section 122 of the Act, shall send in his claim in writing, by post or otherwise, to the registrar, who shall thereupon send notice of the claim to the debtor, by post or otherwise, in the Form No. 10 in the Appendix.

9. *Rule 13a.—Amendment of Rule* 13.] Rule 13 of the principal Rules shall be read as if the words "scheduled to the order" were inserted therein after the words "any creditor."

10. *Rule 15a.—Amendment of Rule* 15 (2) (2).] Rule 15, paragraph 2, sub-paragraph 2, of the principal Rules shall be read as if the words "or of any creditor not scheduled to the order whose debt has been notified to the court" were inserted therein after the words "entitled to take proceedings under Rule 13."

11. *Rule 16a.—Amendment of Rule* 16 (3).] Rule 16, paragraph 3, of the principal Rules shall be read as if the words "and to every creditor not scheduled whose debt has been notified to the court" were inserted therein after the words "named in the schedule."

The following rule shall stand as Rule 17*a* of the principal Rules, viz. :—

12. *Rule 17a.—What order may be made on application for rescission.*] Where notice is given to the debtor in the Form No. 13 in the Appendix to attend and to show cause why the administration order should not be set aside or rescinded, the judge may on the day named in the notice either—

(*a*) set aside or rescind the order pursuant to Rule 15; or
(*b*) suspend the order or make a new order for payment by instalments pursuant to Rule 17; or
(*c*) make an order in the Form No. 16A in the Appendix, directing that the administration order shall be set aside, or rescinded unless the debtor pays the sum in payment of which he has made default, either within a specified time, or by instalments to be specified in the order.

If the judge makes an order pursuant to paragraph (*c*) of this Rule, then—

(i.) the administration order shall be suspended during the time allowed to the debtor for payment of the sum in payment of which he has made default; and
(ii.) if the debtor fails to pay such sum within the time so allowed, the administration order shall on such failure be rescinded without further notice to him : and in that case the provisions of Rule 16 shall apply.

The 10th day of January, 1914.

[There is an Appendix of Forms.]

Making the punishment fit the criminal, says the *Daily News*, will become a matter of more likely accomplishment if the latest plan initiated by the Home Secretary has its natural development. Last Saturday the Lord Chief Justice made the first of a series of prison visits with the definite object of considering the various methods of punishment to which prisoners are subject. The gaol selected was that at Wormwood Scrubbs, and both the Home Secretary and Lord Reading made close and painstaking inquiries.

Societies.

Bar Council Election, 1914.

The following candidates have been declared duly elected members of the General Council of the Bar :—P. Ogden Lawrence, K.C., J. Scott Fox, K.C., N. Micklem, K.C., Montague Shearman, K.C., George Cave, K.C., M.P., Sir Reginald Acland, K.C., A. F. Peterson, K.C., George Elliott, K.C., F. A. Greer, K.C., J. A. Hawke, K.C., George Borthwick, Arthur H. Poyser, E. W. Hansell, C. Ashworth James, H. W. Disney, C. F. Lowenthal, H. G. Farrant, Frank Newbolt, Owen Thompson, E. Percival Clarke, W. D. Mathias, L. G. Hoare, W. Cleveland-Stevens, G. E. W. Bowyer.

Law Association.

The usual monthly meeting of the directors was held on Thursday, the 5th inst., Mr. J. W. C. Frere in the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. C. F. Leighton, Mr. P. E. Marshall, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £35 5s. 6d. was voted in relief of deserving cases, twenty-five new members were elected, and other general business transacted.

United Law Society.

A meeting of the above society was held on Monday, the 9th of February, at 3, King's Bench-walk, Temple, E.C. Mr. C. W. Fisher moved : "That the campaign of the Navy League for the enlargement of armaments is justifiable and necessary." Mr. T. Jamieson opposed. The following gentlemen also spoke : Messrs. Morden, Rolleston Stables, J. W. Weigall, T. Hynes, C. P. Blackwell, W. D. Coleridge, A. T. Settle, and H. T. Wood-Smith. The motion was lost by one vote.

The Union Society of London.

The fifteenth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 11th inst., at 8 p.m. Mr. Counsell was in the chair. Mr. Hole moved : "That this House, viewing with concern the decrease in the birth rate, considers that married couples with no children and bachelors should bear special taxation." Mr. Bright opposed. There also spoke : Mr. Willson, Mr. Taylor, Mr. Rowe, Mr. Ambrose, Mr. Easton, Mr. Counsell, Mr. Phillips, Mr. Craufurd, Mr. Kingham. The motion was carried.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 11th inst., Mr. W. Arthur Sharpe was in the chair, and Messrs. S. P. B. Bucknill, T. S. Curtis, A. Davenport, W. Dowson, W. E. Gillett, C. Goddard, J. R. B. Gregory, C. G. May and W. M. Walters were present. Grants to the amount of £185 were made to poor and deserving cases, sixty-one new members were admitted, and other general business transacted.

Law Students' Journal.

Law Students' Societies.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' DEBATING SOCIETY.—The ninth ordinary meeting of this society was held at the office of Messrs. Shelly & Johns, Princess House, Plymouth, on Thursday, the 5th of February, 1914, at 8 p.m., Mr. G. Y. Woollcombe, solicitor, presiding. The subject for debate was as follows :—"A takes the third storey of a house, which is let off in flats, from B, the owner of the house, there being no undertaking by B to keep the premises in repair. The passages and staircase are still in the possession of B. C, a friend of A's, calls upon him, and, when leaving the premises, falls down the stairs and sustains severe injuries. It is found that the accident is caused through the defective condition of the staircase. Has C any remedy against the landlord B?" Mr. B. H. Chowen opened the debate for the affirmative, and was seconded by Mr. E. C. T. Finch. Mr. L. V. Holt opposed on behalf of the negative, and was supported by Mr. E. S. Dobell. Messrs. S. Burridge, B. H. Prance, and W. H. Rodd also spoke. Mr. Chowen having replied, the chairman summed up, and put the motion to the meeting, when it was decided in the affirmative by three votes to two.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 10th.—Mr. W. S. Meeke in the chair.—The subject for debate was: "That this house deplores the decision of the House of Lords in the case of *Mason* v. *Provident Clothing and Supply Co. (Limited)* (1913, A. C. 724)." Mr. W. S. Jones opened in the affirmative, Mr. N. A. Johns seconded in the affirmative; Mr. S. J. Rubinstein opened in the negative, Mr. A. Y. Annand seconded in the negative. The following members also spoke: Messrs. A. C. Jacob, H. P. Gisborne, A. J. Long, W. P. Bennett, J. H. Lockwood, William Pleadwell, C. R. Morden, and H. Wilton. The motion was lost by nine votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of this society was held at the Law Library, Bennett's-hill, Birmingham, on Tuesday, the 10th of February, Mr. Arnold R. Churchill, barrister-at-law, in the chair. Messrs. E. E. Brown and F. A. Sobey were duly elected ordinary members. The following moot point was discussed: "Claypole, being apprehensive that his property would be seriously injured by flood, trespassed on Touchy's land and cut a trench. Claypole acted in the *bona-fide* belief of danger, and thinking that the immediate cutting of the trench was the only reasonable and available means of averting the flood from his land, as was in fact the case. Is Claypole liable in damages to Touchy?" Mr. B. S. Atkinson opened in the affirmative, and was supported by Messrs. A. W. Fullwood, W. N. C. Clark, F. O. Skidmore, I. L. Wincer, and A. J. Hatwell. Mr. S. H. Robinson opened in the negative, and was supported by Messrs. G. W. Moore, C. S. Smith, D. A. Clarke, C. H. Cox, and H. W. Stanton. After a summing up by the chairman, the question was put, the voting being for the affirmative six, negative ten.

UNIVERSITY OF LONDON INTER-COLLEGIATE LAW STUDENTS' SOCIETY.—At a meeting, held on Tuesday, the 10th of February, at University College, the president, Mr. H. F. Silverwood, in the chair, the subject for debate was: "That 'striking' is both morally and practically justifiable." Mr. R. F. Levy opened in the affirmative and Mr. R. N. Cook in the negative. The president and the following members also spoke:—Messrs. G. Cuttle, E. H. Ritson, F. Bradbury, G. Morrison, G. R. Blake, J. F. Macadam, A. C. Crane, G. M. Green, and P. Carlile. The leaders replied, and on the motion being put to the meeting it was carried by two votes.

Obituary.

Judge Wightman Wood.

His Honour Judge Wightman Wood died at Chertsey on Monday night. He underwent an operation for appendicitis a short time ago, and appeared to be regaining his health; he returned to his duties for a week, but on Saturday he suffered a relapse.

William Wightman Wood was born at Littlewood, Middlesex, on the 21st of May, 1846, and was the eldest son of Canon P. A. L. Wood, of Middleham, Yorkshire, and a grandson of Mr. Justice Wightman. He was educated at Eton and University College, Oxford, and was a distinguished oarsman, being a member of the Eton eight in 1863 and also in 1864, in which year they won the Ladies' Plate at Henley, and a member of the victorious Oxford crews of 1866 and 1867, in which years also he rowed No. 5 in the Oxford Etonian crews which won the Grand at Henley. He will also be remembered as the founder and first editor of the *Eton College Chronicle*. He published a volume of "Sketches of Eton" in 1874.

He was called to the bar by the Inner Temple in 1871, and went the Home and South-Eastern Circuits, obtaining work also before Parliamentary Committees. In 1894 he was appointed a county court judge on the Leicestershire Circuit. He married in 1887 the youngest daughter of Major Wellington Browne.

Mr. George Bacon.

Mr. George Bacon, managing clerk to Messrs. Carter & Bell, died on the 9th inst. He entered their employ on the 12th of November, 1862, and remained with them until his death in the fifty-second year of his service. Those in the profession know the value of such long years of service. To quote the language of one of His Majesty's judges at the recent dinner of the Solicitors' Managing Clerks' Association, "Solicitors' managing clerks are the people who, in a great part of the work of the legal profession, conduce more than any other portion of the profession to its success." A number of Mr. Bacon's friends and confrères and his employers were present at his funeral on the 12th inst., and all alike testified their respect and regard for his memory, and expressed sympathy with his widow and family.

The comparative summary of real estate sales for January, issued last week at the Estate Exchange, is as follows:—

	1913.	1914.
The Mart	£85,603	£78,552
Country, &c.	36,670	40,473
Private contract	106,625	43,000
	£228,898	£162,025

Legal News.

Appointments.

The Right Hon. RICHARD CHERRY, a Lord Justice of the Irish Court of Appeal, has been appointed to be Lord Chief Justice in Ireland in succession to Lord O'Brien, resigned. Lord Justice Cherry, who was born in 1859, was called to the Irish bar in 1881, and took silk in 1896. He was appointed Attorney-General for Ireland in December, 1905, and a few weeks afterwards successfully contested the Exchange Division of Liverpool, for which he sat in Parliament until 1909, when, on the death of Lord Justice Fitzgibbon, he was raised to the Court of Appeal. He is the author of the standard work on the Irish Land Acts.

Lord PARMOOR has been elected an honorary member of the Surveyors' Institution.

Changes in Partnership.

Dissolutions.

GEORGE HILDITCH WALKER and PERCIVAL FIELD WALKER, solicitors (Walker, Son, & Field), 61, Carey-street, Lincoln's-inn, London. Dec. 31. [*Gazette*, Feb. 6.

WILLIAM CHURCHILL TAYLER and THOMAS PRIEST, solicitors (W. M. Tayler, Son, & Priest), 11, Great James-street, Bedford-row, in the county of London. Dec. 31. [*Gazette*, Feb. 10.

General.

The Board of Inland Revenue have appointed Mr. Thomas Collins, Deputy Chief Inspector of Stamps and Taxes, to be Chief Inspector of Stamps and Taxes in succession to Sir Edward H. Bowers, who has retired from the public service, and Mr. E. Stanford London, Superintending Inspector of Stamps and Taxes, to be a Deputy Chief Inspector of Stamps and Taxes in succession to Mr. Thomas Collins.

Sir Arthur Conan Doyle, the president of the Divorce Law Reform Union, delivered an address on the subject of divorce law reform at the Ethical Church, Queen's-road, Bayswater, last Sunday. He characterized the Separation Act of 1895 as "the most ingenious Bill for producing immorality that could ever have been devised." Compulsory celibacy could not enforce morality. He was told by police magistrates that the lower classes were rotten through and through owing to this law. The recommendations of the recent Commission had entirely endorsed every plank in the union's platform. If they were made law they need not be compulsory; but if they could be adopted *en bloc* he did not think it would be possible to conceive any law which would alleviate so much misery and so many latent sorrows. The divorce laws were the shame of the country. People said that in Germany they had thirty divorces in 1,000 marriages, while in England we had only two and a half. In Germany they were treating the evil, here we did not. If the divorce and separation statistics of England were added together the average would come to more than thirty in 1,000. Divorce was only a cure. It was a deplorable cure for a deplorable state of things. He had no doubt that if the proposed reforms were passed there would be a deluge of divorces. But it would only be the opening of an ulcer. It was there, and it had got to be opened.

The King has granted to Sir Thomas Townsend Bucknill, Knight, late one of the justices of his Majesty's High Court of Justice, an annuity of £3,500 for life.

Lord Parmoor has accepted an invitation from the University Union Society, Cambridge, to speak at the union on the subject of Divorce on Tuesday, the 24th of February.

Adolp Knopf, of Lower Marsh, Lambeth, was summoned on the 9th inst. at Tower Bridge Police Court for unlawfully infringing the copy of a copyright, contrary to the Copyright Act, 1911. Mr. Huntly Jenkins, who prosecuted on behalf of the Mechanical Copyright Licences Company (Limited), said he believed it was the first case of the kind under the Copyright Act of 1911. The prosecutors were the duly authorized agents of Mr. Herbert Sullivan, who, on the death of Sir Arthur Sullivan, became entitled to the benefits of his compositions. The five summonses were in respect of various dates in January, when representatives of the company purchased gramophone records of the "Lost Chord" and a song from "The Gondoliers." The defendant, in selling these records without a stamp, knew he was doing wrong; he had been in the employ of a company of high standing, and was now an agent for the same company. The magistrate, in imposing a penalty of 40s. on each summons, with five guineas costs, directed that the records should be destroyed.

Mrs. Emma Hebert, the plaintiff in the famous marriage case of Quebec, has, says the Toronto correspondent of the *Times*, under date the 5th inst., secured permission from Mr. Justice Greenshield to enter a suit against her husband, Mr. Eugene Hebert, for a declaration that their marriage was valid, and also for a declaration that the decree of Archbishop Bruchesi pronouncing the marriage void is of no effect and illegal. The issue involved is whether or not the marriage law of Quebec follows ecclesiastical law, or whether the *Ne Temere* decree directed against the marriage of Roman Catholics by a Protestant minister is effective in law. The case has been before the courts for three years. The marriage was declared null by Judge Laurendeau in 1911; Judge Charbonneau subsequently reversed this decision; and later still Judge Charbonneau's judgment was reversed by the Court of Review.

The resignation of Mr. Justice Bucknill, says the *Globe*, brings the number of retired judges up to a dozen. Lord Lindley and Lord Robson are ex-Lords of Appeal in Ordinary; Sir Edward Fry, Sir Robert Romer, Sir James Stirling, and Sir George Farwell are ex-Lords Justices; Lord Alverstone, Lord Mersey, Sir Arthur Charles, Sir Henry Sutton, and Sir Arthur Jelf are ex-Judges of the King's Bench Division. No Chancery judge figures on the pension list. None of these retired judges, except the four peers, who are qualified to take part in the judicial work of the House of Lords, are competent to assist the administration of justice by returning temporarily to the scene of their old labours. This anomaly was recognised by the Royal Commission, which recommended that the Lord Chancellor should be empowered to request retired members of the bench to sit as "supernumerary judges" when the state of legal business makes it desirable that their help should be given. A Commissioner of Assize, however eminent his position at the bar, is never a really satisfactory substitute for a "red judge."

No appeal, says the *Globe*, lies in contempt cases. More than one attempt has been made to alter the law in this respect, but none of the Bills introduced for the purpose has been proceeded with. For instance, a Bill with a most influential backing was introduced into the House of Commons in 1892, which was framed to give an absolute right of appeal to all persons committed for contempt in the High Court. It was introduced by Sir Herbert Cozens-Hardy, Sir Robert Finlay, Mr. Justice Coleridge, Mr. Augustine Birrell, the late Mr. Justice Gainsford Bruce, and the late Sir C. M. Warmington. Not often, we imagine, has a Bill backed by so many famous lawyers been allowed to expire at the introductory stage. If the absence of a right of appeal in contempt cases was an anomaly twenty-two years ago, it is, of course, still more out of keeping with the general order of legal things now that the Court of Criminal Appeal has been brought into being.

The award was issued recently, says the *Times*, in the arbitration of *Lady Isabella Battie-Wrightson* v. *The Hull and Barnsley and Great Central Railways Joint Committee*. The arbitration was conducted by Mr. Boydell Houghton, umpire, assisted by Mr. B. I'Anson Breach (Messrs. Farebrother, Ellis, and Co.), president of the Auctioneers' and Estate Agents' Institute, and Mr. F. S. Brodrick, as arbitrators for the claimant and respondent respectively, the hearing extending over the 28th and 30th of July and the 6th and 9th of October, 1913, in London. The case consisted of a claim for compensation amounting to £23,564 for land taken and injury to other land by severance and otherwise for the construction of a railway through Lady Battie-Wrightson's Cusworth estate, near Doncaster. The total area was about fifty acres, but that part of the claim was small compared with the claim for injury, the valuation including damage to Warmsworth Hall and the shooting. The valuations for the claimant and the company were respectively about £23,450 and £7,450, and the award is for £13,930.

A fatal railway accident, says the *Times*, which formed the subject of an action for damages against the North British Railway Company, has raised a point of importance as to a railway company's liability for accidents to persons on the platform bidding farewell to friends. Lord Ormidale and a jury in the Court of Session, Edinburgh, some time ago awarded to Mrs. Mary Touch, Calton-road, Edinburgh, £200 as damages for the death of her husband, with an additional £100 to her son. The husband was at the moment of the accident in Waverley Station, Edinburgh, waving farewell to friends in a train. He was struck by the door of one of the carriages and knocked over on the railway. The decision was appealed against on the 30th of January to the Second Division of the court, comprising the Lord Justice Clerk, Lord Salvesen, Lord Guthrie, and Lord Ormidale, and a new trial was sought. The court refused the appeal. Lord Salvesen, who gave the leading judgment, said he could not hold that it was contributory negligence on the part of the husband to be within the reach of a swinging door, or that he was bound to contemplate the possibility of the railway company's servants not having fastened the door as it was their duty to do. While a person might be bound to keep well back from an express train that was passing a station, and indeed generally was ordered to do so by some person in charge of the platform, there was not the same duty to keep back from the edge of a platform in the case of a train that was moving slowly out of the station. Dealing with the defendants' case, which was that a person who was neither a passenger by train nor had received an invitation from the railway company to be on the platform next to a train that was going to start was a mere licensee and must take all the risks that might arise from malicious or deliberate wrongdoing, his lordship said the point of real interest and importance in the case was, did such a licensee take risk of the negligence of the servants of the owner of the premises? In his lordship's opinion he did not do so. Their lordships concurred.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday Feb. 16	Mr. Farmer	Mr. Leach	Mr. Greswell	Mr. Church
Tuesday 17	Synge	Goldschmidt	Church	Farmer
Wednesday ..18	Church	Borrer	Leach	Goldschmidt
Thursday 19	Greswell	Synge	Borrer	Leach
Friday 20	Jolly	Farmer	Synge	Borrer
Saturday 21	Bloxam	Church	Jolly	Greswell

Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday Feb. 16	Mr. Bloxam	Mr. Borrer	Mr. Synge	Mr. Goldschmidt
Tuesday 17	Jolly	Leach	Borrer	Bloxam
Wednesday ..18	Synge	Greswell	Jolly	Farmer
Thursday 19	Farmer	Jolly	Bloxam	Church
Friday 20	Church	Bloxam	Goldschmidt	Greswell
Saturday 21	Goldschmidt	Synge	Farmer	Leach

The Property Mart.

Forthcoming Auction Sales.

February 17.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 31).

February 18.—Messrs. TROLLOPE, at the Mart: Town House (see advertisement, back page, Jan 17).

February 18.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2; Leasehold Ground Rents (see advertisement, back page, Jan. 31).

February 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Annuity, Policy, Shares, &c. (see advertisement, back page, this week).

February 19.—Messrs. HODGSON & Co., at 115, Chancery-lane, W.C., at 1: Law Books (see advertisement, back page, this week).

Messrs. MAY & ROWDEN, Freehold and Leasehold Properties (see advertisement, page iii, this week).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette FRIDAY, Feb 6.

AMALGAMATED ASBESTOS CORPORATION (EUROPEAN AGENCY), LTD.—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Harold Jones, 5, Lloyd's av, liquidator.

BRAZILIAN GOLD DREDGING SYNDICATE, LTD.—Creditors are required, on or before Mar 17, to send their names and addresses, with particulars of their debts or claims, to Charles Alfred Underwood, Capel House, New Broad st, liquidator.

BISHOPS WALTHAM WATERWORKS CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 28, to send in their names and addresses, with particulars of their debts or claims, to Henry Coleman Head, Redruth, Winchester, liquidator.

DUSTORFLI HYGIENIC SCREEN PATENTS, LTD.—Creditors are required, on or before Mar 7, to send their names and addresses, and the particulars of their debts or claims, to John H. Phillips, 14, Coleman st, liquidator.

JAMES A. JACOBS & Co, LTD.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Charles James Forsyth, 61 and 62, Lincoln's inn fields, liquidator.

RADIUM PICTURE PLAYHOUSES, LTD.—Creditors are required, on or before Mar 14, to send their names and addresses, and the particulars of their debts or claims, to James William Harry Gardner, 51, Pankhurst rd, liquidator.

SPURRIER & Co, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to A. R. Whitelock, Winchester House, Victoria sq, Birmingham, liquidator.

THE NORTHERN ALBERTA (CANADA) LANDS SYNDICATE LTD.—Creditors are required, on or before Mar 9, to send their names and addresses, and the particulars of their debts or claims, to John Clifford Bright, 24, Martin's ln, Cannon st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 10.

BUDUEUA TIN MINES, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are requested, on or before Mar 18, to send in their names and addresses, and the particulars of their debts or claims, to Ernest John Hayman, 18, St. Swithin's ln, liquidator.

H. VETTE (DUTCH OYSTERS) LTD.—Creditors are requir d, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Maurice George Chant, 5, Guildhall chmbrs, 31-34, Basinghall st, liquidator

PALMER, FITT & CO, LTD.—Creditors are required, on or before Mar 6, to send their names and addresses, and the particulars of their debts or claims, to John R. Woodley 39, Wood st, liquidator.

UNIVERSAL SCREEN AND EQUIPMENT Co, LTD.—Creditors are required, on or before Mar 9, to send their names and addresses, and the particulars of their debts or claims, to John J. Hilyer, 226, Piccadilly, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Feb. 6.

INTERNATIONAL AIR GAS CORPORATION, LTD.
GLYN SILICA Co, LTD.
A. CARLHIAN AND BEAUMETZ SUCCESSEURS (LONDON), LTD.
WEST AFRICAN DEVELOPMENT Co, LTD.
PATERSON CARBURETTER SYNDICATE, LTD.
INTERNATIONAL OIL LANDS, LTD.
AMALGAMATED ASBESTOS CORPORATION (EUROPEAN AGENCY), LTD.
KILBURN & Co. LTD.
PREMIER BORING Co, LTD.
BISHOP'S WALTHAM WATERWORKS Co, LTD.
PRICE'S SANITARY STEAM LAUNDRIES, LTD.
ASBESTOS AND RUBBER Co, LTD.
PETER S HOLES, LTD.
UMBA SYNDICATE, LTD.
FRANBUX Co, LTD.
WM. BENNETT & SONS (GRIMSBY), LTD.
LODDON DEEP LEADS (CARALULUP), LTD.
BRAZILIAN GOLD DREDGING SYNDICATE, LTD.
NEW SAIMOGA GOLD FIELDS, LTD.

London Gazette.—TUESDAY, Feb. 10.

AUTOPOINT, LTD.
FLAT HOOK Co, LTD.
CANNLEY FOUNDRY Co, LTD.
HIGH PEAK MAGNETO Co, LTD.
W. THOMPSON & SONS, LTD.
SUCCESS AND RESSOUVENIR Co, LTD.
HAMMOND BEEF Co, LTD.
UNIVERSAL SCREEN AND EQUIPMENT Co, LTD.
BUSH CINEMATOGRAPH Co, LTD.
KOSMOS PHOTOGRAPHICS, LTD.
MASBROUGH FERHAM CLUB, LTD.
SUDURUA TIN MINES, LTD.
WIMBORNE MINSTER WATERWORKS Co, LTD.
A. P. R. Co, LTD.
RUNCORN Co, LTD.
VINHAS Co, LTD.
Y. P. R. Co, LTD.
SOMERBY GAS LIGHT AND COKE Co, LTD.
MAIL STEAMSHIP Co, LTD.
TRANS-CASPIAN PETROLEUM Co, LTD.
TELUK PIAH RUBBER ESTATE, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 6.

AXON, WILLIAM EDWARD ARMYTAGE, Manchester Mar 23 Batty & Co, Manchester
BACKHOUSE, ROBERT SALMON, Harrogate Mar 6 Richards & Parker, Warwick st, Regent st
BILLING, HENRY, Lapworth, Warwick Mar 14 Rooke & Bradley, Birmingham
BROWN, LUCY CROWDY, St Albans, Herts Mar 21 Morgan & Co, Old Broad st
CASEY, JAMES JOSEPH, St Kilda, Victoria, Australia, C.M.G. Mar 20 Brundrett & Co, King's Bench walk
CASTRO, HENRY DE, Holland rd, Kensington Mar 9 Fardell & Canning Chancery ln
DEARLING, MARIE MATILDA, Westbourne Park rd, Bayswater Feb 20 Draper, Ebury st, Westminster
FRANKISH, CATHERINE, Kingston upon Hull Feb 28 Crust & Co, Beverley
GRAY, JOHN, Manchester, Paper Merchant Mar 20 Lawson & Co, Manchester
GUNTER, RICHARD, East Grinstead Mar 4 Kaye & Jones, Norfolk st, Strand
HARTLEY, PETER PENDLEBURY, Nantwich, Chester, Hunting Stable Proprietor Mar 9 Taylor & Co, Manchester
HARVEY, JOHANNAH, North Cerney, Gloucester Feb 24 Norris, Stroud
HILL, EDWARD LYNTON BOOTH, Woodland rise, Muswell Hill Mar 16 Barfield & Barfield, West st, Finsbury circus
HOLLAND, SARAH, Great Leighs, nr Chelmsford Mar 24 Stunt & Son, Chelmsford
HOLT, GEORGE HORRIDGE, Manville rd, Upper Tooting Mar 16 Bond, Lower James st, Golden sq
HUMBY, ELIZABETH, West Wellow, nr Romsey, Southampton Mar 11 Gullick, Queen Victoria st
JALLAND, MARY, Fairfield, nr Buxton Mar 10 Bennett & Co, Buxton
JOHNSON, HENRY, Millom, Cumberland, Schoolmaster Mar 3 Hepworth & Co, South pl, Finsbury
LAMBARDE, FRANCIS, Cheyne walk, Chelsea Mar 6 Dimond & Son, Welbeck st
LISON, WILLIAM, Kingston upon Hull Feb 23 Austin, Hull
LLOYD, AUGUSTUS ROBERT, Walthamstow, Essex, Dentist Mar 25 Cartwright & Cunningham, Paternoster row
MARSHALL, JOHN HENRY, Frizinghall, Bradford, Dyer Feb 21 Ratcliffe & Greenwood, Bradford
MOFFAT, Rev WILLIAM, Delamere ter, Paddington Mar 9 Turner & Sons, Leadenhall st
MORLEY, CORBEN, Stoke by Nayland, Suffolk Mar 7 Witley & Denton, Colchester
MYTTON, JOHN, Baronsmere rd, East Finchley, Brewers' Representative Mar 6 South & Co, Southampton st, Bloomsbury
PALMAS, MARIE VIRGINIE DE, Weston super Mare Feb 28 Poole & Son, Bridgwater
PARSONAGE, EMMA, Bournemouth Feb 28 Trevanion & Co, Bournemouth
PASHLER, THOMAS, Keyston, Huntingdon, Farmer Feb 28 Hunnybun & Sons Thrapston
PLEACE, ALFRED SYDNEY, Aberdare, Brewer Mar 5 Phillips & Son, Aberdare
RICHARDSON, HENRY RICHARD, Cedar rd, Croydon Feb 25 Walsh & Co, Bedford row
ROTCH, FLORENCE MARY, Teddington Mar 30 Stevens & Drayton, Bond ct, Walbrook
SCOTT, JAMES GEORGE, Seven Kings, Essex Mar 16 Baileys & Co, Berners st
SHEARS, HENRY, Binfield rd, Clapham Feb 28 Draper, Ebury st
STUBBS, ELIZABETH HARRIET, St George's rd, Belgravia Mar 7 Walton & Hurd, Fore st
SUMNER, WILLIAM, Stanley rd, Wimbledon Feb 28 Draper, Ebury st, Westminster
SWINGLER, JOHN, Birmingham Mar 14 Clarke & Co, Birmingham
TANKARD, GLADYS DOROTHY, Horley, Surrey Mar 10 Parr & Co Southport
THELLUSSON, ERNEST CHARLES Oxton, Chester Mar 6 Avison & Co, Liverpool
UPSON, JOHN, Hatfield Peverel, Essex, Farmer Mar 1 Blood & Son, Witham
WALKER, ELIZABETH, Dewsbury Mar 21 Nelson & Co, Leeds
WESTON, ARTHUR CLEGG, Poultry, Artist in Photography Mar 9 Lindo & Co, West st, Finsbury circus
WHALLEY-COOKES, BEATRICE MARY ANN, Catherington, Southampton Mar 7 Ware & Wilberforce, York
WILSON, CATHERINE, Sowerby, Thirsk Mar 7 Ballard, Clifford's inn

London Gazette.—TUESDAY, Feb. 10.

ALEXANDER, LOUIS CHARLES, Putney Mar 9 Turner & Co, Chancery ln
ANSORGE, WILLIAM JOHN, MA, MRCS, Sinclair gdns, West Kensington Mar 14 Murray, Chiswick
ATWOOD, GEORGE EARL, Palmstead, Kent Mar 18 Cloke, Sandwich, Kent
BALL, STEPHEN SYDNEY, Epping, Essex Mar 19 Stewart, The Public Trustee, Clement's inn
BARNES, STEPHEN COULING, Manchester, Buyer Mar 14 Beesley, Manchester
BRAUND, HELEN DE BURIATTE, Clifton, Bristol Mar 21 Fox & Whittucks, Bristol
CHAMPION, CHARLES, College rd, Dulwich Mar 16 Anderson & Sons, Ironmonger ln
CLEMENTS, Rev HENRY GEORGE JOHN, Sidmouth, Devon Feb 25 Messop, Sidmouth
CORDINGLEY, LITY, Middleton, nr Manchester April 6 Houstoun, Duchy of Lancaster Office
CROKER, JOHN, Milford Haven, Pembroke, Ship Master Mar 1 Eaton & Co, Milford Haven
CROSSLEY, MARIA, Barnoldswick, nr Skipton Mar 2 Eastwoods & Co, Todmorden
CROUCHER, RICHARD ORLANDO, Tenterden, Kent, Saddler Mar 10 Mace & Sons, Tenterden
DAVIES-GILBERT, CAREW, Eastbourne April 15 Drake & Lee, Lewes
DONNELY, JAMES, Oldham, Pork Butcher Mar 11 Ponsonby & Carlile, Oldham
ENGLISH, JOSEPH, Darlington Feb 28 Watson & Co, Darlington
FOX, GEORGE ARTHUR, Sheffield, Physician Mar 1 Taylor & Emmet, Sheffield
GEE, ELLEN, Aston, Warwick Mar 21 Restall & Co, Birmingham
GOSLING, HENRY ALBERT, Egham, Surrey Mar 6 Brett, Egham, Surrey
GRIMSON, GEORGE, Acle, Norfolk, Farmer Mar 14 Blyth, Norwich
HEDDON THOMAS, Exmouth Mar 9 Watts & Co, Yeovil
HOLLAND, SARAH, Great Leighs, nr Chelmsford Mar 24 Stunt & Son, Chelmsford
HOWROYD, EMMA, Bradford rd Mar 5 Bolton, Bradford
HUCKER, WILLIAM STOWER, Walton, Somerset Mar 25 Austin & Bath, Glastonbury
INMAN, SARAH FERNEMAN, Boston Spa, Yorks Mar 10 Clarke & Co, Leeds
JAMESON, JOHN, Jarrow, Durham, Checkweighman Mar 30 Livingston, Jarrow
JOHNS, EMMA, West Bromwich Feb 26 Hooper & Fairbairn, Dudley
JOHNSON, ELLEN ELIZA, Concannon rd, Brixton Mar 20 Laytons, Budge row
KELSEY, BETHIAH, Walthamstow Mar 6 Corsellis & Berney, Wandsworth
LEVETT, SARAH ELIZABETH, Boreham st, nr Hailsham, Sussex Mar 24 King & Co, Cannon st
LEWIS, MARY, Kenfig Hill, Glam Mar 17 Seale, Maesteg
LYNCH, HENRY FINNIS BLOSSE, Pont st Mar 6 Trower & Co, New sq, Lincoln's inn
MATTHEWS, MARY ELIZABETH, Shouldham, Norfolk Mar 11 Medlor, Downham Market
MAY, WILLIAM EDWARD, Orange st, Haymarket, Haberdasher Mar 25 Rutland, Chancery ln
MEDLICOTT, JAMES HENRY, Burghley rd, Kentish Town Mar 21 Mead & Sons Jermyn st
MUIRHEAD, HENRY JAMES, Caterham Mar 10 Cronin & Son, Southampton st, Bloomsbury
PATTE, WARREN, Catford, Kent Mar 13 Weeks, Borough High st
RENWICK, WILLIAM ALEXANDER, Leigh on Sea, Essex Mar 19 Stewart, Clement's inn Strand
SAYLES, LUKE, and JANE SAYLES, Dewsbury Mar 31 Turner, Yorks
SEDDON, LOUISA, Eastbourne Mar 6 Blair & Seddon, Manchester
SHANNON, EDMUND JOHN, Tunbridge Wells Mar 25 Lewis & Sons, Walsall
SHEWELL, SAMUEL CASH, Bedcar, Coal Merchant Mar 30 D'Anson, Middlesborough
SOMMERS, JOHN AUGUSTUS, Southampton Mar 21 McKenzie, Southport
STRINGER, FREDERICK JOHN, Walsall April 6 Evans & Son, Walsall
SUFFIELD, GEORGE, Billiter sq bldgs, Manufacturers' Agent Mar 9 Jarvis, Billiter sq bldgs
SWAIN, DAVID AMOS, Millrow, Lancs Mar 14 Hudson, Rochdale
THOMPSON, THOMAS, EDMUND BARKER, Boscombe, Hants Mar 16 Munby & Sparks, Crosby bldgs, Crosby sq
TINWORTH, GEORGE, Maze rd, Kew Mar 6 Vandercom & Co, Bush ln
TURNER, MARY HARRIET Bradford Feb 13 Turnbull & Son, Bradford
WEBSTER, ALPHONSUS WILLIAM, Whitehorse ln, South Norwood Mar 6 Vincent Ryde
WHITWORTH, JOHN, Camborne, Cornwall Mar 25 Thomas, Camborne
WOOLLEY, WILLIAM, Hyde, Chester, School Teacher Mar 11 J & P Hibbert, Hyde

Bankruptcy Notices.

London Gazette—FRIDAY, Jan. 30.

RECEIVING ORDERS.

ADKINS, FREDERICK GEORGE, Enfield, Fruit Salesman High Court Pet Jan 29 Ord Jan 29
ARTHUR & Co, M Bradford, Manufacturers Bradford Pet Jan 23 Ord Jan 28
BARKER, THOMAS LLEWELLYN, East Dereham, Norfolk, Agricultural Engineer Norwich Pet Jan 28 Ord Jan 28
BELLWOOD, WILLIAM HENRY, Kingston upon Hull, Drug Store Proprietor Kingston upon Hull Pet Jan 26 Ord Jan 26
CARTER, ALFRED ERNEST, Oxford, Carrier Oxford Pet Jan 23 Ord Jan 28
CAUDLE, WALTER WILLIAM, Tewkesbury, Greengrocer Cheltenham Pet Jan 28 Ord Jan 28
CHAPMAN, FREDERICK GEORGE GRAHAM, Claxton, Norfolk, Miller Norwich Pet Jan 26 Ord Jan 26
CHARNOFSKY, BARNETT, St Thomas rd, South Hackney, Cabinet Maker High Court Pet Jan 27 Ord Jan 27
COOKE, CHARLES WILLIAM, Shanklin, I of W, Retail Grocer Newport and Ryde Pet Jan 26 Ord Jan 26
DAVIES, DAVID RICHARD, Liwynypia, Glam, Builder Pontypridd Pet Jan 28 Ord Jan 28
DAVIES, FLORENCE, and ADA DAVIES, Bishop Auckland, Durham Durham Pet Jan 27 Ord Jan 27
DEAL, LOUIS, Northumberland st, Marylebone High Court Pet Jan 3 Ord Jan 27
DOBSON, JOHN, Leeds, Hay Merchant Leeds Pet Jan 24 Ord Jan 24
DRURY, JONATHAN ANTHONY, Selby, Yorks, Licensed Victualler York Pet Jan 27 Ord Jan 27
DUN, HARRY WINTERTON, Copnor, Portsmouth, Physician Portsmouth Pet Jan 26 Ord Jan 26
ECKERFELD, RICHARD, Queen Victoria st, Wine Merchant High Court Pet Dec 19 Ord Jan 24
ELBOURNE, PERCIVAL DRAYTON, Gravesend, Kent, Picture Palace Manager Rochester Pet Jan 28 Ord Jan 28
ELLIS, RICHARD THOMAS, Trefriw, Carnarvonshire Draper Portmadoc Pet Jan 28 Ord Jan 28
EVANS, DAVID JOHN, Rhymney, Mon, Collier Tredegar Pet Jan 26 Ord Jan 26
EVANS, WILLIAM, Bridgnorth, Licensed Victualler Shrewsbury Pet Jan 28 Ord Jan 28
FREEMAN, CHARLES HENRY DUNSTAN, Epperstone, Notts, Farmer Nottingham Pet Jan 28 Ord Jan 28
HICKS, HARRY WILLIAM PALMER, Wine Office ct, Fleet st, Publisher High Court Pet Jan 3 Ord Jan 28
HOLMES, SYDNEY MANN, Birmingham, Baker Birmingham Pet Jan 28 Ord Jan 28
HORSFALL, WILLIAM, Prestatyn, Flint, Leather Grinder Chester Pet Jan 9 Ord Jan 27
HUGENTOBLER, JOHN ERNEST, St Michael's House, Basinghall st, Merchant High Court Pet Jan 27 Ord Jan 27
HUNTER, ARCHIBALD, Grangetown, Yorks, Grocer Middlesbrough Pet Jan 24 Ord Jan 28
INGHAM, EMILY ANN, and JOHN WHITELEY INGHAM, Macclesfield Macclesfield Pet Jan 28 Ord Jan 28
LOEWENSTEIN, A, St Dunstan's hill, Eastcheap High Court Pet Dec 30 Ord Jan 28
MOWBRAY, THOMAS, HENRY, Birmingham Birmingham Pet Jan 24 Ord Jan 28
PERKS, EDWARD, Hanley Castle, Worcester, Farmer Worcester Pet Jan 24 Ord Jan 24
PINCUS, STEVEN, Fordwych rd, Hampstead High Court Pet Nov 27 Ord Jan 28

ROSENBAUM, JOHN, Warbeck rd, Shepherd's Bush, Tailor High Court Pet Jan 26 Ord Jan 26
SWITHENBANK, HENRY LEOPOLD, Brad ord, Lodging house Keeper Bradford Pet Jan 27 Ord Jan 27
SYMONS, JOHN, Oxford st, Ladies' Tailor High Court Pet Jan 26 Ord Jan 26
WALSH, RICHARD, Blaenclydach, Glam, Colliery Repairer Pontypridd Pet Jan 27 Ord Jan 27
WARN, JOSEPH, Portsmouth, Accountant Portsmouth Pet Jan 15 Ord Jan 28
WILKINSON, ALFRED, alias ALFRED SIMCOX, Walsall, Grocer Walsall Pet Jan 24 Ord Jan 24
WOLFSBERGEN, JACOB, Evering rd, Stoke Newington, Commercial Traveller High Court Pet Jan 27 Ord Ja 27
WOOLLEY, WILLIAM C, Bournemouth Poole Pet Jan 9 Ord Jan 28
YAZOWITSKY, SOLOMON, Stewart st, Cap Maker High Court Pet Jan 27 Ord Jan 27

FIRST MEETINGS.

ADKINS, FREDERICK GEORGE, Enfield, Fruit Salesman Feb 9 at 2.30 Bankruptcy bldgs, Carey st
ANDERSON, GEORGE WILLIAM, Luddesdown, Kent, Farmer Feb 9 at 2 115, High st, Rochester
ASKEW, EDWIN, Haslingden, Lancs, Licensed Victualler Feb 9 at 3 Railway Hotel, Blackburn rd, Accrington
ASTON, JAMES, Blackpool, Bootmaker Feb 10 at 10.30 Court House, South King st, Blackpool
BARBER, GEORGE, Southport, Commercial Traveller Feb 10 at 3 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
BELLWOOD, WILLIAM HENRY, Kingston upon Hull, Drug Store Proprietor Feb 10 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
BIVENS, GEORGE, EDWARD, Sheffield, Milliner Feb 11 at 12 Off Rec, Figtree ln, Sheffield
BRIDGE, WALTER JOSEPH, Harpurhey, Manchester, Fruit Salesman Feb 9 at 3 Off Rec, Byrom st, Manchester
CHARNOFSKY, BARNETT, Thomas rd, South Hackney, Cabinet Maker Feb 9 at 12 Bankruptcy bldgs, Carey st
DEAL, LOUIS, Northumberland st, Marylebone Feb 9 at 11 Bankruptcy bldgs, Carey st
DOBSON, JOHN, Leeds, Hay Merchant Feb 9 at 11 Off Rec, 24, Bond st, Leeds
DRURY, JONATHAN ANTHONY, Selby, Yorks, Licensed Victualler Feb 10 at 3.15 Off Rec, The Red House, Duncombe pl, York
ECKERFELD, RICHARD, Queen Victoria st, Wine Merchant Feb 9 at 1 Bankruptcy bldgs, Carey st
GIBSON, GEORGE, West Brid.ford, Notts, Dairyman's Assistant Feb 10 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
GOODWIN, HEARL HEATON, Grampound rd, Cornwall, Coal Merchant Feb 7 at 10.30 Off Rec, 12, Princes st, Truro
GRUBB, EDWARD TOLLEY, Bromyard, Hereford, Ironmonger Feb 9 at 11 Off Rec, 11, Copenha.en st, Worcester
HICKS, HARRY WILLIAM PALMER, Wine Office ct, Fleet st, Publisher Feb 10 at 11 Bankruptcy bldgs, Carey st
HUGENTOBLER, JOHN ERNEST, St Michael's House, Basinghall st, Merchant Feb 9 at 11.30 Bankruptcy bldgs, Carey st
JONES, WILLIAM CHRISTMAS, Tredeg.r, Mon, Mason Feb 7 at 11 Off Rec, 144, Commercial st, Newport, Mon
JOWETT, ANNIE WINIFRED BLUNDELL, Grange over Sands, Lancs Feb 7 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
LOEWENSTEIN, A, St Dunstan's hill, Eastcheap Feb 10 at 12.30 Bankruptcy bldgs, Carey st
PERKS, EDWARD, Hanley Castle, Worcester, Farmer Feb 9 at 11.30 Off Rec, 11, Copenhagen st, Worcester
PINCUS, STEVEN, Ferdwych rd, Hampstead Feb 11 at 11 Bankruptcy bldgs, Carey st
PRYKE, FREDERICK KINSEY, Soham, Cambridge, Butcher Feb 7 at 11.30 White Hart Hotel, Soham
RATCLIFFE, WILLIAM HENRY, Birkenhead, Contractor Feb 10 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
ROSENBAUM, JOHN, Warbeck rd, Shepherd's Bush, Tailor Feb 12 at 11 Bankruptcy bldgs, Carey st
SMITH, PERCY, Wallasey, Chester, Insurance Manager Feb 10 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
SWITHENBANK, HENRY LEOPOLD, Bradford, Lodging House Keeper Feb 7 at 11 Off Rec, 12, Duke st, Bradford
SYMONS, JOHN, Oxford st, Ladies' Tailor Feb 11 at 11.30 Bankruptcy bldgs, Carey st
TODD, ANNIE, Flimby, Cumberland Feb 11 at 3 Court House, Workington
TRIPPIER, ALFERD, Radcliffe, Lancs, Builder Feb 10 at 11.30 Off Rec, 19, Exchange st, Bolton
WALSH, RICHARD, Blaenclydach, Glam, Colliery Repairer Feb 9 at 11.15 Off Rec, 8t Catherine's chmbrs, St Catherine st, Pontypridd
WATSON, ROBERT RAYMOND, East Rudham, Norfolk, Feb 7 at 12.30 Off Rec, 8, King st, Norwich
WILKINSON, ALFRED, alias ALURED SIMCOX, Walsall, Grocer Feb 10 at 12 Off Rec, 30, Lichfield st, Wolverhampton
WILMAN, EDGAR ARTHUR, Bradford, Manufacturer Feb 9 at 11 Off Rec, 12, Duke st, Bradford
WOLFSBERGEN, JACOB, Evering rd Stoke Newington, Commercial Traveller Feb 11 at 1 Bankruptcy bldgs, Carey st
YAZOWITSKY, SOLOMON, Stewart st, Cap Maker Feb 11 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADKINS, FREDERICK GEORGE, Enfield, Fruit Salesman High Court Pet Jan 29 Ord Jan 29
ATTHILL, GUYDU SAUTOY, Dorchester, Dorset, Schoolmaster Dorchester Pet Dec 8 Ord Jan 28
BAXTER, ROBERT, Fenchurch bldgs, Merchants High Court Pet Dec 9 Ord Jan 26
BELLWOOD, WILLIAM HENRY, Kingston upon Hull, Drug Store Proprietor Kingston upon Hull Pet Jan 26 Ord Jan 26
CARTER, ALFRED ERNEST, Oxford, Carrier Oxford Pet Jan 28 Ord Jan 28
CAUDLE, WALTER WILLIAM, Tewkesbury, Greengrocer Cheltenham Pet Jan 28 Ord Jan 28
CHAPMAN, FREDERICK GEORGE GRAHAM, Claxton, Norfolk, Miller Norwich Pet Jan 26 Ord Jan 26
CHARNOFSKY, BARNETT, St Thomas rd, South Hackney, Cabinet Maker High Court Pet Jan 27 Ord Jan 27
CHILD, ROBERT WILLIAM JOHN, Long ln, Smithfield, Baker High Court Pet Jan 12 Ord Jan 28
COOKE, CHARLES WILLIAM, Shanklin, Isle of Wight, Retail Grocer Newport and Ryde Pet Jan 26 Ord Jan 26
DAVIES, DAVID RICHARD, Llwynypia, Glam, Builder Pontypridd Pet Jan 28 Ord Jan 28
DAVIES, FLORENCE, and ADA DAVIES, Bishop Auckland, Durham, Fruiterers Durham Pet Jan 27 Ord Jan 27
DAVIES, RHYS, Cowbridge, Glam, Farmer Cardiff Pet Jan 8 Ord Jan 26
DOBSON, JOHN, Leeds, Hay Merchant Leeds Pet Jan 24 Ord Jan 24
DRURY, JONATHAN ANTHONY, Selby, Yorks, Licensed Victualler York Pet Jan 27 Ord Jan 27
DUN, HARRY WINTERTON, Portsmouth, Physician Portsmouth Pet Jan 26 Ord Jan 26
ECKERFELD, HERMANN HENRY RICHARD, Queen Victoria st, Wine Merchant High Court Pet Dec 19 Ord Jan 28
ELBOURNE, PERCIVAL DEAYTON, Gravesend, Kent, Picture Palace Manager Rochester Pet Jan 28 Ord Jan 28
EVANS, DAVID JOHN, Rhymney, Mon, Collier Tredegar Pet Jan 26 Ord Jan 26
EVANS, WILLIAM, Bradnor.h, Licensed Victualler Shrewsbury Pet Jan 28 Ord Jan 28
FREEMAN, CHARLES HENRY DUNSTAN, Epperstone, Notts, Farmer Nottingham Pet Jan 28 Ord Jan 28
GOLDRING, FANNY ELLEN, Northfield, Worcester Worcester Pet Dec 13 Ord Jan 24
GOODWIN, HEARL HEATON, Grampound rd, Cornwall, Coal Merchant Truro Pet Dec 20 Ord Jan 26
HOLMES, SIDNEY MANN, Birmingham, Baker Birmingham Pet Jan 28 Ord Jan 28
HUNTER, ARCHIBALD, Grangetown, Yorks, Grocer Middlesbrough Pet Jan 28 Ord Jan 28
INGHAM, EMILY ANN, and JOHN WHITELEY INGHAM, Macclesfield, Silk Merchants Macclesfield Pet Jan 28 Ord Jan 28
JONES, ALFRED HENRY, New Bridge st, Medical Publisher High Court Pet Sept 30 Ord Jan 23
KALLMANN, ABRAHAM HEYMANN, Prince George rd, Stoke Newington, Wholesale Merchant High Court Pet July 1 Ord Jan 19
PERKS, EDWARD, Hanley Castle, Wocestor, Farmer Worcester Pet Jan 24 Ord Jan 24
PETERS, EDWIN, Aberystwyth, Boot Dealer Aberystwyth Pet Jan 14 Ord Jan 27
RIDDALL, THOMAS BOYD, Rusholme, Manchester, Physician Manchester Pet Jan 22 Ord Jan 26
ROSENBAUM, JOHN, Warbeck rd, Shepherd's Bush, Tailor High Court Pet Jan 26 Ord Jan 26
SCARISBRICK, CHARLES ALBANY, New Barnet, Plumber Barnet Pet Jan 23 Ord Jan 27
SCHAUFELBERGER, HENRI, and THOMITA ALEXANDER MATHEUS MICHERU, Copthall House, Copthall av, Merchants High Court Pet Sept 24 Ord Jan 23
SWITHENBANK, HENRY LEOPOLD, Bradford Lodging house Keeper Bradford Pet Jan 27 Ord Jan 27
SYMONS, JACOB, Oxford st, Ladies' Tailor High Court Pet Jan 26 Ord Jan 28
TURNER, GILBERT HENRY, Gosforth Whitehaven Pet Dec 22 Ord Jan 28
WALSH, RICHARD, Blaenclydach, Glam, Colliery Repairer Pontypridd Pet Jan 27 Ord Jan 27
WEATHERLEY, FREDERICK CHARLES, Whitley Bay, Contractor Newcastle upon Tyne Pet Jan 25 Ord Jan 26
WILKINSON, ALFRED, Walsall, Grocer Walsall Pet Jan 24 Ord Jan 27
WILMAN, EDGAR ARTHUR, Bradford, Manufacturer Bradford Pet Jan 24 Ord Jan 28
WOLFSBERGEN, JACOB, Evering rd, Stoke Newington, Commercial Traveller High Court Pet Jan 27 Ord Jan 27
YAZOWITSKY, SOLOMON, Stewart st, Cap Maker High Court Pet Jan 27 Ord Jan 27

Amended Notice substituted for that published in the London Gazette of Jan 20:

THIELE, KARL MAX LOUIS, Brighton, Restaurant Manager High Court Pet Jan 15 Ord Jan 15

Amended Notice substituted for that published in the London Gazette of Jan 23:

FRERE, WILLIAM, Portsmouth, Boot Repairer Portsmouth Pet Jan 20 Ord Jan 20

London Gazette—TUESDAY, Feb. 3.

RECEIVING ORDERS.

BACHE, ALFRED, High st, Shoreditch, Tobacconist High Court Pet Jan 30 Ord Jan 30
BARTLETT, GEORGE, Penyrheol, nr Caerphilly, Glam, Colliery Haulier Pontypridd Pet Jan 30 Ord Jan 30
BOOTON, LOUIS WILLIAM, and JOHN WILLIAM EKE, Stockton on Tees, Manufacturers Stockton on Tees Pet Jan 29 Ord Jan 29
CASSELL, CHARLES, Sheffield, Furrier Sheffield Pet Jan 26 Ord Jan 29
DAVIS, HENRY, Hatton garden, Dealer in Precious Stones High Court Pet Jan 26 Ord Jan 29
DICKMAN, H, Dames rd, Forest Gate, Cinema Dealer High Court Pet Jan 6 Ord Jan 30
GIBSON, HENRY CHRISTOPHER, Patrington Haven, Yorks, Licensed Victualler Kingston upon Hull Pet Jan 29 Ord Jan 29
GIDDINGS, SAMUEL JACKSON, Yaxley Fen, Hunts Farmer Peterborough Pet Jan 31 Ord Jan 31
HOLT, L JOSEPH, Fleet st, Company Director High Court Pet Jan 7 Ord Jan 30
HULSE, THEODORE ALFRED, Ironbridge, Salop, Tailor Shrewsbury Pet Jan 30 Ord Jan 30
JOHNSON, THOMAS, Dudley, Worcester, Explosives Expert Dudley Pet Dec 16 Ord Jan 29
JONES, WILLIAM, Nantymoel, Glam, Colliery Labourer Cardiff Pet Jan 29 Ord Jan 29
KENNINGTON, SARAH ANN, Scunthorpe Great Grimsby Pet Jan 29 Ord Jan 29
KING, JOSEPH, Market Hall, Derby, Nurseryman Derby Pet Jan 19 Ord Jan 30
LAINSON, HENRY HILL, Thornton Heath, Surrey, Clerk Croydon Pet Jan 31 Ord Jan 31
LAMB, JAMES JOHN, Gloucester, Engine Driver Gloucester Pet Jan 28 Ord Jan 28
MATHER, WILLIAM, Langton rd, Brixton, Boxing Trainer High Court Pet Jan 29 Ord Jan 30
MENZEL, GUSTAV, Jermingham rd, New Cross, Factory Foreman High Court Pet Jan 29 Ord Jan 29
MINNS, ALFRED FRANCIS, Chertsey, Surrey, Laundry Proprietor Kingston, Surrey Pet Jan 15 Ord Jan 29
NEGUS, F H D, Sea View, Isle of Wight Newport Pet Jan 15 Ord Jan 30
PALMER, MARIA, Rothwell, Northampton Northampton Pet Jan 29 Ord Jan 29
PATRICK, THOMAS, Corby, Northampton, Baker's Assistant Northampton Pet Jan 28 Ord Jan 28
PIMM, ARTHUR, Norwich, Grocer Norwich Pet Jan 30 Ord Jan 30
SCHNEIDER, WALTER, Moorgate st, Company Director High Court Pet Oct 28 Ord Jan 29

SMITH, T PHILIP H, Drayton gnds, Stockbroker High Court Pet Nov 25 Ord Jan 29

TEBBITT, GUY RONALD SCOTT, Birmingham, Fruiterer, Birmingham Pet Jan 29 Ord Jan 29

THOMAS, ARTHUR JOHN, Brynmawr, Brecknock, Grocer Tredegar Pet Jan 16 Ord Jan 27

THOMAS, GEORGE, Bristol, Mineral Water Manufacturer Bristol Pet Jan 29 Ord Jan 29

WHEELER & Co, Gray's Inn rd, Merchants High Court Pet Dec 12 Ord Jan 29

WILLIAMS, GEORGE FREDERICK, Dorchester, Tailor Dorchester Pet Jan 31 Ord Jan 31

WILLIAMS, JAMES JAFFRAY, King st, St James High Court Pet Dec 19 Ord Jan 29

WOOLLEY, HANNAH, Casenove rd, Stoke Newington, Widow High Court Pet Jan 7 Ord Jan 29

WORLEY, JOSEPH W, Broad st pl, Blomfield st High Court Pet Nov 12 Ord Jan 29

ZANELLI, ANNIE ELIZABETH, Silloth, Cumberland Carlisle Pet Jan 31 Ord Jan 31

FIRST MEETINGS.

BACHE, ALFRED, High st, Shoreditch, Tobacconist Feb 12 at 1 Bankruptcy bldgs, Carey st

BARTLETT, GEORGE, Penyrheol, nr Caerphilly, Glam, Colliery Haulier Feb16 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

BROWNLEY, RICHARD, Nottingham Feb 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DAVIES, DAVID RICHARD, Llwynypia, Glam, Builder Feb 12 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

DAVIS, HENRY, Hattongdn, Dealer in Precious Stones Feb 12 at 11 Bankruptcy bldgs, Carey st

DICKMAN, H, Dames rd, Forest Gate, Cinema Dealer Feb 13 at 11 Bankruptcy bldgs, Carey st

DUN, HARRY WINTERTON, Portsmouth, Physician Portsmouth Feb 12 at 3 Off Rec, Cambridge junc, High st, Portsmouth

ELBOURNE, PERCIVAL DEAYTON, Gravesend, Kent, Picture Palace Manager Feb 11 at 11 115, High st, Rochester

EVANS, DAVID JOHN, Rhymney, Mon, Collier Feb 11 at 11 Off Rec, 144, Commercial st, Newport, Mon

EVANS, WILLIAM, Bridgnorth, Salop, Licensed Victualler Feb 14 at 12.30 Off Rec, 22, Swan st, Shrewsbury

GIBSON, HENRY CHRISTOPHER, Patrington Haven, Yorks, Licensed Victualler Feb 12 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

HARMAN, ERNEST SEPTIMUS, Eton Wicks, Bucks, Grocer Feb 11 at 3 14, Bedford row

HOLMES, SYDNEY MANN, Birmingham, Baker Feb 11 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

HOLT, L JOSEPH, Fleet st, Company Director Feb 11 at 1 Bankruptcy bldgs, Carey st

HULSE, THEODORE ALFRED, Ironbridge, Salop, Tailor Feb 14 at 11 Off Rec, 22, Swan hill, Shrewsbury

INGHAM, EMILY ANN, and JOHN WHITELEY INGHAM, Macclesfield Silk Merchants Feb 11 at 12 Off Rec, 23, King Edward st, Macclesfield

KENNINGTON, SARAH ANN, Scunthorpe Feb 11 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

LAINSON, HENRY HILL, Thornton Heath, Surrey, Clerk Feb 11 at 11.30 132, York rd, Westminster Bridge rd

MATHER, WILLIAM, Langton rd, Brixton, Boxing Trainer Feb 11 at 12 Bankruptcy bldgs, Carey st

MENZEL, GUSTAV, Jerningham rd, New Cross, Factory Foreman Feb 11 at 11 Bankruptcy bldgs, Carey st

MINNS, ALFRED FRANCIS, Chertsey, Surrey, Laundry Proprietor Feb 11 at 11 132, York rd, Westminster Bridge rd

MOWBRAY, THOMAS HENRY, Birmingham, House Furnisher Feb 11 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham

MURCH, ELIZABETH SUSAN and MARY JANE MURCH, Horningsham, Wilts Feb 11 at 11.30 Off Rec, 26, Baldwin st, Bristol

PATRICK, THOMAS, Corby, Northampton, Baker's Assistant Feb 12 at 12 Off Rec, The Parade, Northampton

PETERS, EDWIN, Aberystwyth, Boot Dealer Feb 12 at 1 4, Baker st, Aberystwyth

RIDDALL, THOMAS BOYD, Rusholme, Manchester, Physician Feb 11 at 3 Off Rec, Byrom st, Manchester

SCARISBRICK, CHARLES ALBANY, New Barnet, Herts, Plumber Feb 11 at 12 14, Bedford row

SCHNEIDER, WALTER, Moorgate st, Company Director Feb 13 at 11 Bankruptcy bldgs, Carey st

SMITH, T PHILIP H, Drayton gdns, Stockbroker Feb 12 at 12 Bankruptcy bldgs, Carey st

TEBBITT, GUY RONALD SCOTT, Birmingham, Fruiterer Feb 11 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

THOMAS, ARTHUR JOHN, Brynmawr, Brecknock, Grocer Feb 13 at 11 Off Rec, 144, Commercial st, Newport, Mon

THOMAS, GEORGE, Bristol, Mineral Water Manufacturer Feb 11 at 11.45 Off Rec, 26, Baldwin st, Bristol

WARN, JOSEPH, Portsmouth, Accountant Feb 12 at 4 Off Rec, Cambridge junc, High st, Portsmouth

WHEELER, & Co, Gray's Inn rd, Merchants Feb 12 at 1 Bankruptcy bldgs, Carey st

WILLIAMS, JAMES JAFFRAY, King st, St James Feb 12 at 11.30 Bankruptcy bldgs, Carey st

WOOLLEY, HANNAH, Casenove rd, Stoke Newington, Widow Feb 13 at 1 Bankruptcy bldgs, Carey st

WOOLLEY, WILLIAM C, Casenove rd, Stamford Hill Feb 12 at 2.30 Dorchester chmbrs, Yelverton rd, Bournemouth

WORLEY, JOSEPH W, Broad Street pl, Blomfield st Feb 13 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BARTLETT, GEORGE, Penyrheol, nr Caerphilly, Colliery Haulier Pontypridd Pet Jan 30 Ord Jan 30

BOOLON, LOUIS WILLIAM, and JOHN WILLIAM EKE, Stockton on Tees, Manufacturers Stockton on Tees Pet Jan 29 Ord Jan 29

BROWNLEY, RICHARD, Nottingham Nottingham Pet Jan 7 Ord Jan 31

CASSELL, CHARLES, Sheffield, Furrier Sheffield Pet Jan 26 Ord Jan 31

DOBIE, GEORGE, Grange over Sands, Lancs, Grocer Barrow in Furness Pet Jan 8 Ord Jan 14

GIBSON, HENRY CHRISTOPHER, Partington Haven, Yorks, Licensed Victualler Kingston upon Hull Pet Jan 29 Ord Jan 29

GIDDINGS, SAMUEL JACKSON, Yaxley Fen, Hunts, Farmer Peterborough Pet Jan 31 Ord Jan 31

GOLDBERG, ISRAEL, Liverpool, Confectioner Liverpool Pet Dec 22 Ord Jan 31

GRILLE, FREDERICK AUGUSTUS, Sloane st, Hotel Pro- High Court Pet Dec 5 Ord Jan 30

HARMAN, ERNEST SEPTIMUS, Eton Wick, Bucks, Grocer Windsor Pet Jan 13 Ord Jan 30

HULSE, THEODORE ALFRED, Ironbridge, Salop, Tailor Shrewsbury Pet Jan 30 Ord Jan 30

JONES, WILLIAM, Nantymoel, Glam, Colliery Labourer Cardiff Pet Jan 29 Ord Jan 29

KENNINGTON, SARAH ANN, Scunthorpe Great Grimsby Pet Jan 29 Ord Jan 29

LAINSON, HENRY HILL, Thornton Heath, Surrey, Clerk Croydon Pet Jan 31 Ord Jan 31

LAMB, JAMES JOHN, Gloucester, Engine Driver Gloucester Pet Jan 28 Ord Jan 28

MARSHALL, CHARLES SYDNEY, Hove, Sussex Brighton Pet Nov 24 Ord Jan 29

MATHER, WILLIAM, Langton rd, Brixton, Boxing Trainer High Court Pet Jan 29 Ord Jan 30

MOWBRAY, THOMAS HENRY, Birmingham, House Furnisher Birmingham Pet Jan 24 Ord Jan 29

PALMER, MARIA, Rothwell, Northampton Northampton Pet Jan 30 Ord Jan 30

PATRICK, THOMAS, Corby, Northampton, Baker's Assistant Northampton Pet Jan 28 Ord Jan 28

PIMM, ARTHUR, Norwich, Grocer Norwich Pet Jan 30 Ord Jan 30

STAINES, JOHN FRANCIS ABEL, Broad Street pl, Financial Agent High Court Pet Nov 19 Ord Jan 30

TEBBITT, GUY RONALD SCOTT, Birmingham, Fruiterer Birmingham Pet Jan 29 Ord Jan 29

THOMAS, ARTHUR JOHN, Brynmawr, Brecknock, Grocer Tredegar Pet Jan 16 Ord Jan 31

THOMAS, GEORGE, Bristol, Mineral Water Manufacturer Bristol Pet Jan 29 Ord Jan 29

WILLIAMS, GEORGE FREDERICK, Dorchester, Tailor Dorchester Pet Jan 31 Ord Jan 31

ZANELLI, ANNIE ELIZABETH, Silloth, Cumberland Carlisle Pet Jan 31 Ord Jan 31

Amended Notice substituted for that published in the London Gazette of Jan 30:

ROSENBAUM, MENDEL, Warbeck rd, Shepherd's Bush, Tailor High Court Pet Jan 26 Ord Jan 26

London Gazette—FRIDAY, Feb. 6.

RECEIVING ORDERS.

AARONS, LAZARUS, Ladbroke grove, Merchant High Court Pet Jan 9 Ord Feb 3

ALLSOPP, WILLIAM HENRY, Derby, Fruiterer Derby Pet Feb 2 Ord Feb 2

BARKER, EDWIN WILLIAM, Sydenham, Grocer Greenwich Pet Dec 23 Ord Jan 27

BECK, RUTH ELEANOR, Kingston upon Hull, Kingston upon Hull Pet Feb 2 Ord Feb 2

BERRY, WALTER NORMAN, and HARRY BAMBER, Manchester, Electrical Engineers Manchester Pet Jan 31 Ord Feb 2

BEVERLEY, GEORGE ISAAC, Rylett rd, Shepherd's Bush High Court Pet Jan 8 Ord Feb 3

BUITERWORTH, HAROLD LEO, Kensington High st High Court Pet Nov 7 Ord Feb 3

BYE, ALBERT ARUNDEL, Sheffield, Commercial Clerk Sheffield Pet Feb 2 Ord Feb 2

CAMPBELL, WILLIAM, Victoria st, Westminster, Merchant High Court Pet Nov 17 Ord Feb 3

CHARLTON, ARTHUR, Keighley, Wardrobe Dealer Bradford Pet Feb 4 Ord Feb 4

CHILDS, EMMA, and IDA SCOTT, Ipswich Ipswich Pet Feb 2 Ord Feb 2

CLARKE, FRED ARTHUR, Peterborough, Potato Merchant Peterborough Pet Jan 7 Ord Feb 4

CLARKE, WILLIAM HENRY, Harrogate, Cycle Dealer York Pet Jan 31 Ord Jan 31

COHEN, JAMES DE LARA, Friars Park, Acton High Court Pet Jan 9 Ord Feb 3

COOMBES, HERBERT GEORGE, Six Bells, Mon, Baker Tredegar Pet Feb 3 Ord Feb 3

COX, WILLIAM JAMES JOSEPH, Scarborough, Printer Scarborough Pet Feb 3 Ord Feb 3

DAVENPORT, HERBERT, Baschurch, Salop, Baker Shrewsbury Pet Feb 2 Ord Feb 2

DEVONALD, THOMAS, Lampeter Velfrey, Pembroke, Carpenter Pembroke Dock Pet Feb 3 Ord Feb 3

DOWLE, HENRY WILLIAM, Emsworth, Sussex, Market Gardener Brighton Pet Jan 19 Ord Feb 3

DRIVER, JAMES, Merthyr Tydfil, Fruiterer Merthyr Tydfil Pet Feb 4 Ord Feb 4

EVANS, DAVID HUGH, Llanelly, Outfitter Pontypridd Pet Jan 9 Ord Feb 3

FAITHEAD, WALTER, Cobholm, Great Yarmouth, Carter Great Yarmouth Pet Feb 2 Ord Feb 2

FARRAR, WILLIAM, Chester le Street, Durham, Dairyman Durham Pet Feb 4 Ord Feb 4

FILDES, MARY, Rhos on Sea, Denbigh Manchester Pet Jan 20 Ord Feb 4

FLINN, FREDERICK FITZROY, Bangor, Licensed Victualler Bangor Pet Feb 4 Ord Feb 4

FRANCIS, THOMAS WILLIAM, Carmarthen, Licensed Victualler Carmarthen Pet Feb 4 Ord Feb 4

HAHN, JOHN, Deptford, Baker Greenwich Pet Jan 16 Ord Feb 3

ISLE, CHARLES, High Burnham, nr Haxey, Lincs, Farmer Lincoln Pet Jan 23 Ord Jan 30

JONES, MORRIS, Blaenau Festiniog, Merionethshire, Coal Merchant Portmadoc Pet Feb 3 Ord Feb 3

JONES, WILLIAM HENRY, Manchester, Commercial Traveller Manchester Pet Feb 2 Ord Feb 2

KENT, WILLIAM, Seaford, Sussex, Coal Agent Lewes Pet Jan 14 Ord Feb 3

KIRBY, PERCY EDWIN, Bletchley, Bucks, Mineral Water Manufacturer Northampton Pet Jan 15 Ord Feb 4

LAMPERT, HENRY ALBERT, Cheshunt, Herts, Baker Edmonton Pet Feb 3 Ord Feb 3

LEWIS, P P, Park pl, St James' High Court Pet Jan 10 Ord Feb 4

LLOYD, HUGH RICHARD, Abertridwr, Glam, Collier Pontypridd Pet Feb 3 Ord Feb 3

LOCKE, HARRY EDWARD SCHOLES, Leicester, Furniture Dealer Leicester Pet Feb 3 Ord Feb 3

PALMER, ALFRED JOHN, Syderstone, Norfolk, Baker Norwich Pet Feb 3 Ord Feb 3

PARKINSON, ERNEST HENRY, Normanby by Stow, Lincs, Farmer Lincoln Pet Jan 31 Ord Jan 31

PEACOCK, WALTER PERCY, Manchester, Plumber Manchester Pet Jan 21 Ord Feb 4

PHILLIPS, SAMUEL, Gwaunclaegurwen, Glam, Grocer's Assistant Neath Pet Feb 3 Ord Feb 3

SAGE, CHARLES FREDERICK, Upper Parkstone, Dorset, Journeyman Cabinet Maker Poole Pet Feb 4 Ord Feb 4

SHEPHERD and WARD, F. Enfield, Boot Dealers Edmonton Pet Jan 8 Ord Feb 2

SWIFT, JOHN, Formby, Lancs, Cowkeeper Liverpool Pet Feb 3 Ord Feb 3

TRELOAR, NICHOLAS, Hafod, Swansea, Newsagent Swansea Pet Feb 4 Ord Feb 4

TWEMLOW, GEORGE, Odd Rode, Chester, Farmer Macclesfield Pet Feb 4 Ord Feb 4

WALTON, FREDERICK, Sheffield Confectioner Sheffield Pet Feb 2 Ord Feb 2

WEBB, ALBERT ERNEST, Brynmawr, Brecknockshire, Plumber Tredegar Pet Feb 4 Ord Feb 4

WILLIAMS, THOMAS LLOYD, Llansamlet, Glam, Grocer Swansea Pet Feb 2 Ord Feb 2

WILLOUGHBY, JOHN CHARLES, Northallerton, Yorks, Saddler Northallerton Pet Jan 31 Ord Jan 31